

BOARD OF TRUSTEES
PUBLIC MEETING

Tuesday, May 8, 2018 – 5:00 p.m.

Paramus Campus – TECHNOLOGY BUILDING – Conference rooms BC

- I. Call to Order
- II. Open Public Meetings Act Statement
- III. Roll Call
- IV. Pledge of Allegiance
- V. Reports
 - A. Vice Chairman
 - B. Secretary
 - C. Treasurer
 - D. President
 - ❖ Open House and Gala Recognitions – Mr. Larry Hlavenka
 - ❖ Presentations and Recognitions – Dr. William Mullaney
 - E. Committees
 - 1. Audit, Finance and Legal Affairs
 - 2. Education and Student Affairs
 - 3. Personnel
 - 4. Site and Facilities
 - 5. Strategic Planning and Issues
 - F. Alumni Trustee
 - G. Chairperson
- VI. Unfinished Business/Board Members
- VII. New Business/Board Members
 - ❖ June 2018 Board of Trustees Retreat
- VIII. Open to the Public
- IX. Actions
 - A. Approval of Minutes:
 - April 10, 2018
 - B. Consent Agenda – Tuesday, May 8, 2018
- X. Executive Session, if required
(New Business/Open to the Public)
- XI. Adjournment

CONSENT AGENDA

Tuesday, May 8, 2018
Technology Building – Conference Rooms BC
5:00 p.m.

Actions to be considered by the Board of Trustees. Additional actions may be added to this list and may be considered by the Board. Any actions herein listed may be removed from the Agenda by the Board prior to passage.

APPROVAL OF MINUTES: April 10, 2018

AUDIT AND FINANCE (A/F)

1. Approval of Legal Vouchers – DeCotiis, FitzPatrick, Cole & Giblin, LLP.
2. Authorization to renew Shared Services Agreement between Bergen Community College and Bergen County Technical Schools for a period of ten years effective September 1, 2018 through August 31, 2028.
3. Approval of Labor Invoices – Eric M. Bernstein & Associates, L.L.C.
4. Adopt 2018 - 2019 Budget
5. Exempt from Bidding: Authorization to renew Flood Insurance Policy for 1280 Wall Street, Lyndhurst, NJ. Insurance, is exempt from bidding pursuant to N.J.S.A. 18A:64A-25.5(11), which exemption shall be in accordance with the requirements for extraordinary unspecifiable services.
6. To authorize the renewal of Manage Engine Service Desk Plus license, help desk management software, from May 11, 2018 through May 10, 2019, from Insight Public Sector, Inc.
7. To authorize the purchase of a twelve-month subscription for Lecture Capture software from Aspire Technology Partners, LLC.
8. To authorize a change order to Aspire Technology Partners, LLC to provide coverage for a Nexus 7010 switch bundle under the existing Cisco SmartNet maintenance agreement.
9. To authorize the purchase of a mechanical ventilator from Covidien Medtronic for the Respiratory Care Laboratory. This is funded by GO Bond.
10. To authorize a Shared Services Agreement with the County of Bergen for the provision of Shuttle Bus Services for inter-campus transportation of students.
11. Authorization to award Public Bid P-2269 for On-Call Locksmith, Automatic and Fire Door Repairs to Parent Door Hardware for a two-year period.
12. Authorization to Award Public Bid #P-2270 for On-Call Network Cabling to Technotime Business Solutions for a two-year period.
13. To authorize the sale of 1 lot (223 items) of used Apple Computers to Dynamic Recycling, Inc. in accordance with Public Bid P-2266.
14. To authorize Bergen Community College to join the EdgeMarket Cooperative pricing system through the NJEdge.Net technology consortium and to execute a Cooperative Pricing System Participation Agreement.
15. To award Public Bid #P-2264 to Laerdal Medical Corporation to purchase a breathing simulation system for Laerdal Sim Manikin funded by GO Bond.
16. Authorization to award Public Bid P-2272 for On-Call General Contracting to MBT Contracting LLC for a two-year period.

Consent Agenda

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17. To authorize the award of Public Bid P-2262 for LED Lighting Supplies to Graybar Electric Company, Inc. for a two-year period.
18. Authorization to Award Public Bid P-2274 for Lawn Maintenance to Greenleaf Landscape Systems & Services, Inc. for a two-year period.
19. Authorization to purchase gasoline for College Vehicles on the County of Bergen Contract #17-41 for the balance of the two-year contract period.
20. To authorize repair of two cooling units in the data center by Stillwell-Hansen Company (SH Technical Services, Inc.)

EDUCATION AND STUDENT AFFAIRS (E/SA)

1. Authorize submission of a grant application to the US Department of Health and Human Services Health Resources & Services Administration *Health Careers Opportunity / HCOP National Academies Program* for \$3,200,000 over five years, and to authorize President Michael D. Redmond or his designee to execute required documents.

INSTITUTIONAL (I)

1. Approval of the Bergen Community College Board of Trustees Policy for Alumni Trustee.
2. Approval of the Bergen Community College Board of Trustees Minutes: Retention of Audio/Video Recordings, Board of Trustee Meetings.
3. Approval of the Bergen Community College Board of Trustees Bylaws.
4. Approval of the Bergen Community College Board of Trustees Board Meetings and Official Publications Policy.
5. Approval of the Bergen Community College Board of Trustees Procedure for Governor's Trustee Appointment.

PERSONNEL (P)

1. Approval of New Position/Title and job description: Executive Director, Public Relations and Community and Cultural Affairs (Confidential)
2. Appointment: Confidential
3. Elimination of Position Title
4. **(Withdrawn)** Approval of New Position/Title and job description: Office Manager, BCC Foundation Confidential
5. **(Withdrawn)** Appointment: Confidential
6. Appointment: Faculty
7. Reappointment: Technical/Professional Assistants
8. Reclassification/Reappointment – Technical/Professional Assistants
9. Promotion: Faculty
10. Rescind: Termination – Professional Staff
11. Approve: Leave of Absence/Support Staff
12. Approve: Special Purpose Leave of Absence/Faculty
13. Resignation: Professional
14. Retirement: Faculty
15. Retirement: Faculty (Faculty Transition to Retirement Program)
16. Rescind: Termination Date – Confidential Staff



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SITE AND FACILITIES (S/F)

1. To award professional services to RSC Architects for the preparation of plans and specifications for the renovation of the Dental Hygiene Lab located in the Pitkin Education Center into a STEM Student Research Center.
2. To award Public Bid P-2275 to Molba Construction for Ender Hall restroom alterations (E-138/E-140/E-142) required to accommodate the Bergen County Technical High Schools collaborative program.
3. To award services to RSC Architects for the development of initial and final project programming, preparation of schematic floor plans, development of schematic site plan, schematic level budget and project schedule for proposed Culinary Program building and parking deck at Ciarco Learning Center.
4. To approve payment for emergency repairs to the Gymnasium suspended ceiling system.



BOARD OF TRUSTEES ACTION A/F 1
Approval Date: May 8, 2018

Resolution:

Approval of Legal Vouchers – DeCotiis, FitzPatrick, Cole & Giblin, LLP.

Submitted By

Mr. Victor Anaya, Chief Financial Officer

Mr. James R. Miller, Executive Director, Human Resources

Action Requested

Approval for payment of the following legal vouchers:

March 1, 2018 to March 31, 2018 DeCotiis, FitzPatrick, Cole & Giblin. LLP. \$ 26,758.19

Legal bills are available on the College's web site under the Board of Trustees at the following address:

<http://www.bergen.edu/about-us/board-of-trustees/legal-bills>

Charge to: College Operating Funds
Account Number: 10-01-186100-607566



BOARD OF TRUSTEES ACTION A/F 2
Approval Date: May 8, 2018

Resolution

Authorization to renew Shared Services Agreement between Bergen Community College and Bergen County Technical Schools for a period of ten years effective September 1, 2018 through August 31, 2028.

Submitted By

Dr. William Mullaney, Vice-President, Academic Affairs
Mr. Victor Anaya, Chief Financial Officer
Dr. P.J. Ricatto, Dean of Mathematics, Science & Technology

Action Requested

To approve renewal of Shared Services Agreement for Health and Engineering Programs collectively referred to as "Applied Technology High School" (ATHS).

Justification

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq. authorizes public entities to enter into a contract with each other to subcontract any service which one of the parties to the agreement is empowered to render within its own jurisdiction including services incidental to the primary purposes of any of the participating entities; and

WHEREAS, the Bergen County Technical Schools and Bergen Community College desire to renew an agreement with each other to collaborate on an educational program; and

WHEREAS, it has been determined by both educational entities that there is a need to establish a four (4) year, full time, educational programs in the fields of Health and Engineering Technology that offers high-school students a blend of academic curriculum, college classes and hands-on technical training, and will allow students to earn advanced standing in Engineering Technology at BCC and NJ Institute of Technology; and

Whereas, BCC and Bergen Tech desire to renew an agreement with each other to provide for Bergen Tech's utilization of Bergen Community College properties now owned by BCC located in the BCC Paramus Campus, together with certain instructional staff of BCC, for the purpose of operating the aforementioned four (4) year program to be known and referred to as the "Applied Technology High School"

And Whereas, BCC shall permit Bergen Tech to utilize classrooms and related school facilities, including but not limited to lockers, laboratories and shop facilities at BCC and BCC staff for the purpose of facilitating and furthering the program.

SHARED SERVICES AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____ 2018, by and between the **BERGEN COMMUNITY COLLEGE BOARD OF TRUSTEES**, with principal offices located at 400 Paramus Road, Paramus, New Jersey 07652 (hereinafter referred to as “BCC” or “Bergen Community College”) and the **BOARD OF EDUCATION OF THE VOCATIONAL SCHOOLS IN THE COUNTY OF BERGEN**, with principal offices located at 540 Farview Avenue, Paramus, New Jersey 07652 (hereinafter referred to as “Bergen Tech”):

WITNESSETH:

WHEREAS, Bergen Tech is a public board of education and county vocational school district duly organized and existing pursuant to N.J.S.A. 18A:54-1 *et seq.*; and

WHEREAS, BCC is a community college, organized and existing pursuant to N.J.S.A. 18A:64A-1 *et seq.*, that furnishes education and educational services to a diverse student population in a supportive and challenging academic environment, offers a comprehensive set of accessible, affordable, high-quality credit and non-credit courses in degree and non-degree programs, and provides life-long learning opportunities for all members of the community; and

WHEREAS, the parties have determined that there exists a need in the area for a four (4) year, full-time, educational program in the field of Health Professions that offers high-school level students a blend of academic high school curriculum, college classes and hands-on technical training in the fields of science and health care that will allow students to earn college credit, receive practical health care skills, provide options for multiple healthcare careers and degree programs, and become prepared to enter degree programs and/or advanced standing in areas such as health science, nursing, paramedic science, dental hygiene, sonography, and respiratory care (the “Health Program”); and

WHEREAS, the parties previously entered into an agreement establishing a four (4) year, full time educational program in the field of Engineering Science and Engineering Technology that similarly offers high-school level students a blend of academic high school curriculum, college classes and hands-on technical training, but in the fields of automation, electronics, and advanced manufacturing, and will allow students to earn advanced standing in Engineering Technology at BCC (A.A.S. program) and New Jersey Institute of Technology (B.S. program) (the “Engineering Technology Program”) which currently continues to operate at the BCC Paramus Campus; and

WHEREAS, BCC and Bergen Tech desire, under the authority of the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq., to enter into an agreement with each other to provide for Bergen Tech’s utilization of Bergen Community College properties now owned by BCC located in the BCC Paramus Campus, together with certain instructional staff of BCC, for the purpose of operating the Health Program and the Engineering Technology Program, which shall be known as and referred to collectively as the “Applied Technology High School” (hereinafter referred to as “ATHS” or the “ATHS Programs”); and

WHEREAS, BCC shall permit Bergen Tech to utilize classrooms and related school facilities, including, but not limited to, lockers, laboratories, athletics facilities, and shop facilities at the BCC Paramus campus (hereinafter referred to as the “Property”) and BCC staff for the purpose of facilitating and furthering the ATHS Programs and such other needs and requirements of Bergen Tech;

NOW, THEREFORE, based on the premises and mutual promises and covenants contained herein, the parties agree as follows:

I. **Services to be Performed**

A. Bergen Tech shall conduct and oversee the Health Program, Engineering Technology Program, and ATHS at the Property during the term(s) of this Agreement. BCC shall permit the use, occupancy and operation of as many classroom, laboratories and similar facilities on the Property as may be required to accommodate each and every class currently offered or to be offered in the future in connection with ATHS, as well as all students who apply to and are accepted for admission into any ATHS program.

Specifically with respect to the Health Program, the following provisions apply:

1. The Health Program shall be based on a four (4) year, full-time, year-long course scope and sequence based on the curriculum created by Bergen Tech in collaboration with BCC.
2. Upon each student's successful completion of the Health Program, students will earn advanced standing into several technical associates programs at BCC, including an A.A.S. program. It is understood that Associates Degrees earned at BCC are transferable to all four (4)-year public colleges and universities in New Jersey.

The parties shall continue to honor and abide by the provisions of their earlier agreement with respect to the Engineering Technology Program and ATHS. To the extent that any provisions of the agreement relating to the Engineering Technology Program conflict or are at variance with the provisions in this Agreement, the provisions of this Agreement will control.

B. All students interested in enrolling in the Health Program shall be required to apply for admission into the Health Program. All decisions relating to admissions and enrollment into the Health Program shall be made by Bergen Tech, in its sole discretion, with input from the BCC.

Nothing contained herein shall compromise, limit or infringe upon Bergen Tech's discretionary application of its own policies, procedures, and criteria in connection with its evaluation of applications for admission to the Health Program.

C. The parties shall each comply with all State and Federal statutes, rules and regulations applicable to the operation of the Health Program in the State of New Jersey, including, but not limited to, those requiring the reporting of student enrollment to the New Jersey Department of Education.

D. The Health Program shall be offered by Bergen Tech and shall operate pursuant to a valid and approved Classification of Instruction Program Code that has been obtained, and/or is in the possession of Bergen Tech, from the New Jersey Department of Education. Bergen Tech and BCC agree that the Health Program shall be a "full-time" program.

E. The annual ATHS graduation ceremony shall be conducted at the Paramus Campus at BCC in the Ciccone Theater.

F. The parties hereto agree that the minimum number of students who shall be enrolled in the Health Program during any term of this Agreement shall be thirty (30) per grade level. In the event that less than 20 students are enrolled in the Health Program, at any time, Bergen Tech may terminate and/or cancel this Agreement upon providing BCC with thirty (30) days' written notice of termination and/or cancellation.

G. Bergen Tech shall provide such properly qualified and certificated Career and Technical Education Instructor(s) as may be required to serve as the teacher of the Health Program. In the event that Bergen Tech is unable to locate and employ a properly certificated and qualified individual for this purpose, or in the event the individual employed to serve as the Career and Technical Education ("CTE") Instructor ceases to be employed by Bergen Tech, for any reason

whatsoever, Bergen Tech may terminate and/or cancel this Agreement upon providing the BCC with two (2) weeks' written notice of termination and/or cancellation.

H. BCC, in consultation with Bergen Tech, shall provide such properly qualified faculty and instructors as may be required to properly staff the college-level components of the Health Program and the Engineering Program.

1. BCC shall also provide, in consultation with Bergen Tech, such individuals to serve in the position of Post-Secondary Professional Development Consultant(s) who will support Bergen Tech in the implementation of a dual enrollment curriculum by either of the Programs offered by ATHS. An annual stipend shall be provided (\$3,000 for full-time faculty and \$1,000 for adjunct faculty), prorated as appropriate, to BCC staff serving in this capacity. This annual stipend shall be in compensation for support services above and beyond the delivery of dual enrollment instruction for Bergen Tech students, including, but not limited to, providing informal recommendations on curriculum for prerequisite courses, skills needed for college readiness, and approaches to content. These services shall be delivered during the course of Bergen Tech's district-wide professional development sessions and Program faculty meetings for the ATHS and will include attending a minimum of three, one hour faculty meetings and two teacher training sessions, either as a participant or facilitator.

I. During the term(s) of this Agreement and for a period of one (1) year following the termination, cancellation or expiration of this Agreement, BCC shall not, directly or indirectly, through or on behalf of any other individual or entity, induce or attempt to induce the CTE

Instructor to leave his or her employment with Bergen Tech for any reason. BCC is also prohibited from employing Bergen Tech CTE instructors, or inducing the Bergen Tech CTE instructors (directly or indirectly) to become employed by BCC or elsewhere, during the term(s) of this Agreement and for a period of no less than one (1) year following the termination, expiration or cancellation of this Agreement and/or discontinuance of either the Health Program or the Engineering Technology Program. Bergen Tech may terminate this Agreement without prior notice in the event of BCC's violation of this provision.

J. All staff member(s) provided by Bergen Tech who are performing services under this Agreement shall be employees of Bergen Tech and shall not be considered employee(s) of BCC and, thus, shall not be entitled to any reimbursement, compensation, payment and/or benefits that BCC may provide to its own staff members. In turn, any staff provided by the BCC to perform any services related to this Agreement shall remain employees of BCC and shall not be considered employee(s) of Bergen Tech and, thus, shall not be entitled to any reimbursement, compensation, payment and/or benefits that Bergen Tech may provide to its own staff members.

K. The agents, servants and employees of BCC performing services under this Agreement shall be subject to a criminal history record check as set forth in N.J.S.A. 18A:6-7.1 to 7.5. BCC shall furnish Bergen Tech with verification of same. BCC shall bear the cost for the criminal history record check.

L. Bergen Tech shall provide administration and oversight of the Health Program and ATHS, including, but not limited to, curriculum development and integration of the Health Program with academic subjects that are provided by the BCC teaching staff. Bergen Tech shall possess sole discretion and authority in preparing the curriculum for the Health Program. Bergen

Tech and BCC agree to work collaboratively in order to integrate the Health Program with the general education program at BCC with respect to scheduling and credit requirements.

M. Except as otherwise set forth herein, Bergen Tech staff and administration shall work collaboratively with the BCC's staff and administration on matters relating to this Agreement, including, but not limited to, disciplinary issues affecting or involving Bergen Tech students.

N. Upon notice from and in consultation with the BCC, Bergen Tech may terminate the participation and/or placement of any student in the Health Program in accordance with the provisions and procedures of applicable State statutes, regulations, and case law.

O. Bergen Tech shall provide and assume the cost for instructional materials, textbooks, related supplies and equipment, including technology hardware and software required to meet the educational needs of Health Program students (hereinafter referred to as "Program materials"). To the extent that BCC purchases any of the aforementioned instructional materials in furtherance of either of the ATHS programs, Bergen Tech shall reimburse BCC for the reasonable cost of the same. Bergen Tech shall not be responsible for providing any instructional materials, textbooks, related supplies and equipment, including technology hardware and software related to non-Program curriculum classes of any sort.

P. BCC shall provide Internet and computer network access on the Property for all students, faculty, staff, and administrators of the ATHS Programs. At its sole expense, Bergen Tech will provide the computer software and hardware to be installed by either Bergen Tech or BCC, upon mutual agreement.

Q. All students, staff, administrators and personnel of ATHS, or performing services under this Agreement, shall follow the Board calendar for Bergen Tech.

R. Bergen Tech shall maintain student records of those students enrolled in the Health Program in accordance with all applicable local, State, and Federal rules, statutes, regulations and requirements.

S. BCC shall make available to Bergen Tech and/or students of the Health Program use of all shops and laboratory class space, and related school facilities, including athletics fields and facilities at BCC Paramus campus, in connection with and in furtherance of the Program curriculum and/or Bergen Tech needs. The BCC and Bergen Tech shall work collaboratively to arrive at a mutually acceptable usage schedule for such spaces.

T. At all times, students enrolled in the Health Program shall remain eligible to utilize all BCC school facilities and services as BCC students who are not enrolled in the Health Program, including, but not limited to, basic nursing services, lunch/cafeteria, media room, library, common areas, gymnasium/physical education, etc.

U. BCC shall provide, coordinate, and pay for the installation of phone lines and services to the Property necessary for the Health Program and ATHS. Bergen Tech shall be responsible for payment of ATHS telephone usage charges only.

V. BCC shall provide the Health Program and ATHS with storage facilities, equipment, and supplies related to the Program's use and occupancy of the Property on an "as needed" basis.

W. For each School Year during the Term of this Agreement, Bergen Tech shall pay to BCC the following sums for each student enrolled in any ATHS program who is also simultaneously enrolled in any BCC class as required by or in accordance with the ATHS Program curriculum, which shall be comprised of the following components and amounts as approved by the Board of Trustees for the academic year: (a) one-half of the amount in-county per-credit tuition,

(b) a security fee; (c) a registration fee; and (d) applicable laboratory fees. Bergen Tech shall pay the total amount of the aforementioned sums beginning in the 2022-2023 school year. For each school year until the 2022-2023 school year, Bergen Tech shall be responsible to pay the total sum in accordance with the following schedule which phases in the aforementioned Tuition based model while simultaneously phasing out a model based on the Direct Cost for Instruction:

School Year	% using ½ Tuition plus Fees	% using Direct Instructional Costs
2018-2019	20	80
2019-2020	40	60
2020-2021	60	40
2012-2022	80	20
2022-2023	100	0

X. Any student enrolled in any ATHS program may register in classes offered by BCC but not required by the student's ATHS program or the ATHS program curriculum. In that event, the student and/or the family of the student shall be required to pay to BCC the following sums: (a) one-half of the amount in-county per-credit tuition; (b) a security fee; (c) a registration fee; and (d) applicable laboratory fees.

Y. BCC assumes no responsibility for the payment of any compensation, wages, benefits, cost of insurance coverage, or taxes by or on behalf of Bergen Tech, its employees or others. Bergen Tech shall be responsible for payment of compensation, wages, benefits, cost of

insurance coverage, and all Federal and State taxes and Social Security liability that may result from the performance of, and compensation for, the individual Bergen Tech employee(s) providing services pursuant to this Agreement. Bergen Tech, in turn, assumes no responsibility for the payment of any compensation, wages, benefits, costs of insurance coverage, or taxes by or on behalf of BCC, its employees and others. BCC shall be responsible for payment of compensation, wages, benefits, cost of insurance coverage, and all Federal and State taxes and Social Security liability that may result from the performance of, and compensation for, the individual BCC staff member(s) who may provide services in any way related to this Agreement.

II. Independent Relationship between BCC and Bergen Tech

The parties are separate, independent legal entities and, except to the extent provided herein, or as required by the Shared Services Act, N.J.S.A. 40A:65-7, neither party shall have any agency authority to bind the other. The relationship between Bergen Tech and BCC is one of independent contractor. Nothing in this Agreement shall be construed to establish any employer/employee, agency, joint venture or partnership arrangement between BCC and Bergen Tech.

In discharging all duties and obligations hereunder, Bergen Tech and its staff shall, at all times, remain in an independent contractor relationship with BCC. As such, the staff furnished by one party shall not be entitled to any fringe benefits that the other party normally extends to its employees. Each party shall be solely responsible for compliance with the applicable terms and conditions of any collective bargaining agreement that may exist between it and its employees, all State and Federal labor laws, payment of wages and salaries, including overtime payments, if any, deductions for Federal, State and local withholding taxes, if any, payroll deductions for Social Security and Medicare withholding and any and all contributions to the same required of the

employer, Federal unemployment taxes and New Jersey State unemployment taxes, and any and all other payments and contributions, including contributions to a retirement system or plan. Nothing contained herein shall require either party to establish a retirement system or plan, and either party, at its sole discretion, may or may not elect to institute such a plan.

III. **The Property**

A. Use of the Property

1. During the term(s) of this Agreement, Bergen Tech shall retain exclusive use of the Property, specifically, Ender Hall where the Engineering Technology Program is currently housed, including such other classrooms, office space and related facilities within the Property, to be determined at the discretion of the BCC, for purposes of conducting the ATHS Programs. During the term(s) of this Agreement, Bergen Tech shall also have full use of all laboratory and shop classrooms at BCC. Use of all shops and laboratories at BCC, in connection with ATHS course offerings and curriculum, shall be coordinated and scheduled mutually by BCC and Bergen Tech. BCC shall perform all required retrofitting of and renovation work to the classroom, shops and laboratories at the Property that will be utilized for ATHS purposes. BCC represents that the Property and all labs and shops to be utilized by ATHS shall comply with all relevant regulations of the New Jersey Department of Education.

2. All classrooms at the Property to be utilized for the ATHS programs shall be designated and used exclusively as a classroom for the Health Program's students during each term of this Agreement, unless otherwise agreed, in writing,

by both parties. Any change of use shall occur only with the prior written consent and permission of BCC.

3. The maintenance of certain classroom furniture and equipment shall be the responsibility of Bergen Tech. Modifications to the Health Program classroom shall be the responsibility of Bergen Tech. Any modification or addition to the equipment to labs and shops in connection with the Health Program shall be the responsibility of Bergen Tech. Bergen Tech shall obtain BCC's consent prior to making any modifications or additions as set forth in this subsection.

4. Bergen Tech shall observe and comply with all rules, policies, and regulations established by BCC relating to the safety, care and cleanliness of the Property and the building in which the Property is located, as well as the comfort, quiet and convenience of the other occupants of the building. BCC may prescribe, upon two (2) weeks notice to Bergen Tech, such other and further reasonable rules and regulations relating to the safety, care and cleanliness of the Property and the building on the Property, as well as the comfort, quiet and convenience of the other occupants of the building.

5. If deemed necessary by BCC, BCC shall perform, and assume the cost and expense associated with any installation, work, extension or upgrade of electrical and telephone services for the Property, prior to the occupancy of the Property by Bergen Tech.

B. Care and Repair of Property

1. BCC

a. BCC shall be responsible to pay for all utility costs attributable to the Property, including gas, electricity, water and heat. Bergen Tech shall be responsible for payment of all Health Program telephone usage charges.

b. Bergen Tech shall be responsible for furnishing cleaning services for the Property in a manner and frequency consistent with Bergen Tech's current practice for its facilities.

2. Bergen Tech

a. Bergen Tech shall commit no act of waste and shall take good care of the Property and the furniture, fixtures, appurtenances, and equipment therein and shall, in its use and occupancy of the Property, conform to all statutes, orders, regulations, and requirements of the Federal, State and municipal governments or any of their departments. Bergen Tech agrees to take good and reasonable care of the Property and surrender same upon termination of this Agreement in a condition as reasonable use and wear thereof will permit.

b. BCC shall maintain and make all necessary repairs to the Property, except where the repair has been made necessary by misuse or neglect by Bergen Tech or Bergen Tech's employees, agents, servants, visitors or licensees. Consistent with Article III(B)(2)(a), Bergen Tech shall maintain any equipment, furniture and fixtures that it may add to the Property pursuant to this Agreement. In the event of damage to the Property due to the misuse or neglect of Bergen Tech or Bergen Tech's employees, agents, servants, visitors or licensees, Bergen Tech shall be responsible for the repair of same

or, at BCC's option, payment of the reasonable cost of such repair to be performed by BCC.

c. Bergen Tech shall not, without first obtaining the prior written consent of BCC or BCC's designated agent, make any alterations, renovations, additions and/or improvements in, to or about the Property. Bergen Tech shall, at its sole cost and expense, however, perform limited renovations to the classroom space. These limited renovations in the classroom space shall be made in accordance with plans that Bergen Tech shall provide to BCC for prior approval or denial. Upon receipt of BCC's approval of said plans, Bergen Tech shall commence renovations consistent with said plans. This provision applies specifically to the ATHS classrooms and to all labs and shops to be utilized in connection with ATHS.

d. All improvements to the Property made by Bergen Tech that are so, or will become so, attached to the Property that they cannot be removed without material injury to the Property may only be made or installed with the prior written consent of BCC and shall become the property of the BCC upon installation.

e. Not later than the last day of the final term of this Agreement, including any renewal terms, Bergen Tech shall, at Bergen Tech's sole expense: (1) remove all of Bergen Tech's property and those improvements made by Bergen Tech, including, but not limited to, trade fixtures, cabinet work, movable paneling, and partitions, provided that such property has not become the property of BCC pursuant to the terms of this Agreement; (2)

repair all damages and/or injury done to the Property by or in connection with the installation or removal of Bergen Tech's property and/or improvements; and (3) surrender the Property in its original condition as at the beginning of the term, with reasonable wear and tear not due to the misuse or neglect by Bergen Tech or Bergen Tech's employees, agents, servants, visitors or licensees.

IV. **Duration**

A. This Agreement shall be effective for ten (10) years, beginning September 1, 2018 and continuing through August 31, 2028. (hereinafter, the "Term" or "Term of the Agreement"). Each individual school year comprising a portion of the Term shall be individually referred to as a "School Year." It is understood and agreed that each School Year shall run from July 1 through June 30 of the succeeding year.

B. Bergen Tech shall be permitted to keep its property on the Property during the months of July and August between each term or renewal term of this Agreement.

C. Bergen Tech may also, in its sole discretion, provide and operate such ATHS Programs as it believes to be desirable or appropriate during the summer months of July and August throughout the Term of the Agreement and any renewal Term. Such ATHS Programs shall be appropriately staffed by Bergen Tech with certificated staff, to the extent required, and such other staff as may be appropriate to the nature and subject matter of the program.

V. **Option to Renew**

A. This Agreement may be renewed upon the mutual agreement of the parties for two (2) subsequent and successive Term comprised of four (4) School Years each, with each School Year commencing on September 1 and terminating on June 30 of the respective year.

B. Each party agrees to give written notice to the other party of its intent to exercise the option to renew this Agreement no later than one (1) year prior to the expiration of the Term of the Agreement, or any renewal Term.

C. All other provisions, covenants, terms and conditions of this Agreement shall remain in full force and effect between Bergen Tech and BCC during any renewal Terms, unless otherwise modified in writing and signed by Bergen Tech and the BCC.

VI. **Termination and/or Cancellation**

A. This Agreement shall continue in full force and effect during the aforementioned Terms and any renewal term, unless terminated and/or cancelled by either party.

B. Except as otherwise set forth herein, during the initial Term of this Agreement, and any renewal Term, either party may cancel and/or terminate this Agreement by providing the other party with one year prior written notification of that party's intent to cancel or terminate this Agreement.

C. In order to enable those students who are enrolled in the ATHS Programs on the date to complete and matriculate from the ATHS Program of their choice, termination and/or cancellation shall be effective upon the graduation of the final pupil enrolled in any ATHS Program on the date that notice of termination was provided. BCC shall provide Bergen Tech with thirty (30) days from the date of such graduation within which to remove any personal property from the Property where the ATHS Programs are housed.

D. Alternatively and notwithstanding the provisions of VI (C) herein, the parties may agree to any mutually acceptable termination provision and date. In the event that the parties negotiate and agree, in principle, to any termination provision or arrangements that are inconsistent

with the provision of VI (C), such agreement shall be in writing and signed by authorized representatives of either party.

VII. **Remedies on Default**

A. In the event that either party defaults in the performance of any of the covenants and conditions of this Agreement, the party not in default shall give the defaulting party written notice of such default without delay and the defaulting party shall cure any such default without delay.

B. Should the defaulting party fail to cure any default within thirty (30) days after being provided with written notice, the non-defaulting party may reasonably cure the default at its own cost and expense. The reasonable amount of all expenses incurred by the non-defaulting party, including but not limited to, attorney's fees, shall be payable by the defaulting party to the non-defaulting party, with the exception of either party's non-payment of fees, in which case the non-defaulting party may terminate the Agreement following the expiration of the thirty (30) day cure period set forth in this Section of the Agreement.

C. Liability

1. BCC and Bergen Tech shall each be individually responsible for liabilities resulting from their own or their employees', agents', servants', visitors' or licensees' respective negligence, willful misconduct or omission.

2. Bergen Tech shall obtain and maintain during the duration of the Agreement, at its own cost and expense, comprehensive general liability insurance with coverage limits of no less than one million dollars (\$1,000,000) per incident and three million dollars (\$3,000,000) aggregate, insuring Bergen Tech against any and all liability or claims arising out of, connected with or resulting directly from and during Bergen Tech's use of the Property or

operation of the Program. The policy shall name BCC as an additional insured. A copy of said certificate of liability insurance shall be attached to this Agreement.

3. Bergen Tech shall also procure full and appropriate workers' compensation insurance in the appropriate statutory amount for all of its employees affiliated with the Program. A copy of said certificate of workers' compensation insurance shall be attached to this Agreement.

4. Bergen Tech assumes all liability for, and agrees to indemnify, defend and hold harmless BCC, its Trustees, officers, directors, employees, agents and servants, from and against any and all expenses, including but not limited to reasonable attorney's fees, claims, losses, damages and injuries, including but not limited to death, sustained by any person or persons arising out of, resulting from, or incurred in connection with, any negligent or willful acts or omissions by Bergen Tech, its employees, agents, or servants related to the performance of Bergen Tech's obligations under the terms of this Agreement.

5. BCC assumes all liability for, and agrees to indemnify, defend and hold harmless Bergen Tech, its Board members, officers, employees, agents and servants from and against any and all expenses, including but not limited to reasonable attorney's fees, claims, losses, damages and injuries, including but not limited to death, sustained by any person or persons arising out of, resulting from, or incurred in connection with, any negligent or willful acts or omissions by BCC, its employees, agents, or servants related to BCC's obligation under the terms of this Agreement.

VIII. Confidentiality

A. BCC acknowledges that the services rendered are of confidential nature. BCC and its employees, agents, and servants shall use its best efforts to maintain the confidentiality of Bergen Tech, its pupils, and its staff. However, the parties acknowledge that BCC is a New Jersey

public institution that is subject to the New Jersey Open Public Records Act, N.J.S.A. 47:1A-1 et

seq. (“OPRA”) and agree that BCC will maintain confidentiality only to the extent permitted by OPRA and other applicable law. BCC agrees to give timely notice to Bergen Tech of any request under OPRA served on BCC and Bergen Tech may take such legal action as may be necessary to prevent disclosure of the proprietary or confidential information within the time frames mandated under OPRA. In the event BCC shall receive a subpoena from a court of competent jurisdiction to produce any information related to this Agreement, including pupil and/or employee records, BCC shall immediately provide Bergen Tech with said subpoena. BCC will not furnish any such information or records unless it receives prior approval from Bergen Tech or until such time as an appropriate court order is furnished compelling the production of such pupil records. Bergen Tech agrees to undertake any and all responsibility to take legal action or defensive efforts with respect to such subpoenas should Bergen Tech deem such legal action appropriate. All costs and expenses for such legal action shall be borne and paid for by Bergen Tech.

B. Bergen Tech acknowledges that all information regarding the staff furnished by BCC pursuant to this Agreement is confidential in nature. Bergen Tech, therefore, agrees that it will use its best efforts to maintain confidentiality of such information. However, the parties acknowledge that Bergen Tech is a New Jersey public institution that is subject to OPRA and agree that Bergen Tech will maintain confidentiality only to the extent permitted by OPRA and other applicable law. Bergen Tech agrees to give timely notice to BCC of any request under OPRA served on Bergen Tech and BCC may take such legal action as may be necessary to prevent disclosure of the proprietary or confidential information within the time frames mandated under OPRA. In the event Bergen Tech shall receive a subpoena from a court of competent jurisdiction to produce any information or records related to this Agreement, Bergen Tech shall immediately provide BCC with said subpoena. Bergen Tech shall not furnish any information or records related to BCC’s staff performing services under this Agreement without prior written consent and/or

approval of BCC and/or an appropriate court order is furnished compelling the production of such information or records. Bergen Tech agrees to refer all subpoenas and requests for records pertaining to BCC's staff performing services under this Agreement to BCC for handling. BCC agrees to undertake any and all legal responsibility to take legal action or defensive efforts with respect to such subpoenas should BCC deem such legal action appropriate. All costs and expenses for such legal action shall be borne and paid for by BCC.

IX. Affirmative Action

The parties shall each comply with the anti-discrimination provisions of N.J.S.A. 10:2-1 et seq., the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq., N.J.A.C. 17:27-1.1 et seq., and N.J.A.C. 6A:7-1.1 et seq., as well as any other applicable State, Federal, and local statutes, rules, regulations, and requirements.

Neither party will discriminate against any employees or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, or sex. Except with respect to affectional or sexual orientation, and gender identity or expression, each party will take affirmative action to ensure that such applicants are recruited and employed in a non-discriminatory manner, and that employees are treated equally during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Each party shall post in conspicuous places, available to

employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth the provisions of this nondiscrimination clause.

Each party will, where applicable, in all solicitations or advertisements for employees placed by or on behalf of the respective party, state that all qualified applicants will receive consideration for employment without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, or sex.

Each party, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or agreement, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the party's commitments under this act. Each party shall post copies of the notice in conspicuous places available to employees and applicants for employment in the Program.

Each party, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time, and the Americans with Disabilities Act.

Each party agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-2.5 or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.1.

Each party shall revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-relating testing, as established by applicable New Jersey statutes, regulations, requirements and New Jersey court decisions, and as established by applicable Federal statutes, regulations, requirements and applicable Federal court decisions.

In conforming with the applicable employment goals, each party agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to employees' age, race, creed, color, nation origin, ancestry, marital status, affectional or sexual orientation or sex, gender identity or expression, consistent with applicable New Jersey statutes, regulations, requirements and New Jersey court decisions and applicable Federal statutes, regulations, requirements and Federal court decisions.

Where applicable, each party shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval
Certificate of Employee Information Report
Employee Information Report Form AA302

Each party shall furnish such reports or other documents to the Division of Contract Compliance and Equal Employment Opportunity as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance and Equal Employment Opportunity for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

X. **Effect of Failure to Insist on Strict Compliance With Conditions**

The failure of either Bergen Tech or BCC to insist on strict performance of any covenant or condition of this Agreement, or to exercise any option herein contained, shall not be construed as a waiver of such covenant, condition, or option in any other instance. This Agreement cannot be amended, added to, changed or terminated orally. Any amendment, addendum, change or termination of this Agreement must be done in writing in accordance with the provisions of this Agreement.

XI. **Mechanic's Liens**

Bergen Tech shall, within thirty (30) days of its receipt of written notice from BCC, discharge any mechanic's liens for materials or labor claimed to have been furnished to the Property on Bergen Tech's behalf.

XII. **Notices**

A. Any notice by either party to the other shall be in writing and shall be deemed to have been duly served only if delivered personally or sent by overnight, registered or certified mail in an addressed, postage paid envelope. Notice shall be deemed to be effective if delivered personally, upon delivery and, if mailed, upon the third (3rd) day after the mailing of such notice.

B. All written notices from the BCC to Bergen Tech shall be served upon the following individual at the following address:

Dr. Howard Lerner, Superintendent of Schools
Bergen County Technical Schools
327 E. Ridgewood Avenue
Paramus, New Jersey 07652

C. All written notices from Bergen Tech to BCC shall be served upon the following individual at the following address:

Dr. William Mullaney
Bergen Community College
400 Paramus Road
Paramus, New Jersey 07652

XIII. **Right to Inspection, Repair and Maintenance**

BCC may enter the Property at any reasonable time, after providing adequate prior notice to Bergen Tech (except in the case of emergency, where no notice need be given), for the purpose of inspection or the making of such repairs, replacements, or additions in, to, on and about the

Property or the building, as the BCC deems necessary or desirable. BCC shall endeavor to minimize all disturbances to the conduct of Bergen Tech classes.

XIV. Interruption of Services or Use

Interruption or curtailment of any service(s) maintained in the building (i.e., utility services), if caused by labor strikes, mechanical difficulties, or any other causes beyond the BCC's control, whether similar or dissimilar to those enumerated in this Agreement, shall not entitle Bergen Tech to any claim against BCC unless the BCC fails to take such measures as may be reasonable in the circumstances to restore the service without undue delay.

XV. Effect on Other Representations

No representations or promises with respect to the Property or the Program shall be binding on the parties to this Agreement except where reduced in writing, signed and agreed upon by both Bergen Tech and BCC.

XVI. Section Headings

The Section headings in this Agreement are intended for convenience only and shall not be taken into consideration in any construction or interpretation of this Agreement or any of its provisions.

XVII. Binding Effect of Successors and Assigns

A. Neither party may transfer or assign any of its rights or obligations under this Agreement without the prior written consent of the other. Any attempt by either party to transfer or assign any of its rights or obligations under this Agreement without the prior written consent of the other shall be null and void.

B. The provisions of this Agreement shall apply to, bind, and inure to the benefit of each of the parties hereto, and to their respective successors, assigns, and legal representatives.

XVIII. Governing Law

This Agreement shall be governed, construed and interpreted in accordance with the laws of the State of New Jersey as it applies to contracts made and performed in New Jersey. The Superior Court of the State of New Jersey, in the County of Bergen, shall have jurisdiction to hear and determine any claims or disputes pertaining directly or indirectly to the Agreement or to any matter arising therefrom, with the exception of any disputes that fall within the jurisdiction of the New Jersey Commissioner of Education, in which case the New Jersey Commissioner of Education shall have primary jurisdiction. Bergen Tech and BCC hereby expressly submit and consent in advance to such jurisdiction in any action or proceeding commenced by the other in such court.

XIX. Severability

If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

XX. Public Inspection

Bergen Tech and BCC shall maintain a copy of this Agreement on file at their offices, which shall be open to the public for inspection.

XXI. Miscellaneous

This Agreement contains the entire understanding between the parties and may not be changed orally, but only by an agreement in writing signed by both Bergen Tech, BCC and any party against whom enforcement of any modifications to or extension of this Agreement may be sought. If any portion of this Agreement is deemed unenforceable or illegal by a court of competent jurisdiction, then that portion of the Agreement so determined shall be stricken and the remainder of this Agreement shall remain in full force and effect.

A. All of the foregoing recitals and provisions are contractual term of this agreement and are not merely recitals.

B. If any provisions herein contained are at variance with pertinent law, such variation shall be modified to conform to the appropriate pertinent governing law.

C. This Agreement represents and incorporates the complete and final understanding of Bergen Tech and BCC. Any amendment and/or modification to this Agreement shall be effective only upon execution of a written agreement by the parties.

D. If any part of this Agreement, or the application thereof, to any person or circumstance, shall, for any reason, be adjudged by a court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder of this Agreement, which is hereby declared to be severable.

E. The parties hereto represent and acknowledge that they have had the right and opportunity to seek the advice of independent legal counsel with respect to the interpretation, meaning and legal affect of entering into this Agreement prior to executing same.

F. The failure of either party to exercise any right it may have under this Agreement shall not constitute a waiver of that right.

[REMAINDER OF PAGE 26 LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have hereunto cause these presents to be signed by their proper officers and caused their proper corporate seals to be hereunto affixed, the day and year first above written.

ATTEST:

BERGEN COMMUNITY COLLEGE

By:_____

By:_____

Dated:_____

Dated:_____

ATTEST:

**BOARD OF EDUCATION OF THE
VOCATIONAL SCHOOLS IN THE
COUNTY OF BERGEN**

By:_____

John Susino
Business Administrator/BCC Secretary

By:_____

Board President

Dated:_____

Dated:_____



BOARD OF TRUSTEES ACTION A/F 3
Approval Date: May 8, 2018

Resolution:

Approval of Labor Invoices – Eric M. Bernstein & Associates, L.L.C.

Submitted By

Mr. Victor Anaya, Chief Financial Officer

Mr. James R. Miller, Executive Director, Human Resources

Action Requested

Approval for payment of the following labor invoices:

Invoice: 52561 March 6, 2018 and March 23, 2018	
Emails and meeting	\$ 270.00
March 23, 2018:	
Invoice: 52562	
Attendance at Negotiation Session with College Support Staff Association	\$ 150.00
Invoice: 52563	
Attendance at Negotiation Session with College Professional Staff Association	\$ 150.00
Invoice: 52564	
Attendance at Negotiation Session with College Administrators Association	\$ 120.00
Invoice: 52565	
Attendance at Negotiation Session with College Faculty Association	\$ 150.00
Total	\$ 840.00

Legal bills are available on the College's web site under the Board of Trustees at the following address:

<http://www.bergen.edu/about-us/board-of-trustees/legal-bills>

Charge to: College Operating Funds
Account Number: 10-01-186100-607566



BOARD OF TRUSTEES ACTION A/F 4
Approval Date: May 8, 2018

Resolution

Adopt 2018 - 2019 Budget

Submitted By

Mr. Victor Anaya, Chief Financial Officer

Action Requested

That the Board of Trustees of Bergen Community College adopt the 2018 – 2019 College Budget, effective July 1, 2018, the budget is attached.

Budget summary is also available on the Board of Trustees' web page.

Justification

Adoption of the Fiscal Year 2018/2019 expense budget for the College.

**BERGEN COMMUNITY COLLEGE
CURRENT FUNDS BUDGET
FOR FISCAL YEAR JULY 1, 2018 TO JUNE 30, 2019**

	Previous Budget 7/01/2016 - 6/30/2017	Current Budget 7/01/2017 - 6/30/2018	Proposed Budget 7/01/2018 - 6/30/2019	% of Total
REVENUES				
Unrestricted:				
Tuition	\$57,576,941	\$57,785,822	\$55,267,943	51.1%
Student Fees	17,930,934	17,606,933	17,455,025	16.1%
Governmental Appropriations				
State	12,184,228	12,427,285	12,427,285	11.5%
County	20,109,880	20,512,078	21,322,320	19.7%
Other New Jersey Counties	221,000	221,000	225,000	0.2%
Sales & Services of Auxiliary				
Enterprise	125,000	181,151	167,132	0.2%
Other Sources	1,300,000	1,262,808	1,339,500	1.2%
Fund Balance Appropriation	2,023,495	1,004,818	0	0.0%
Total Unrestricted	\$111,471,478	\$111,001,895	\$108,204,205	100.0%
Restricted:				
Student Aid and Other Grants	46,500,000	47,700,000	48,200,000	
Total Current Funds Revenues	\$157,971,478	\$158,701,895	\$156,404,205	
EXPENDITURES & TRANSFERS				
Educational and General:				
Instruction	\$41,968,006	42,063,114	39,659,733	37.1%
Academic Support	7,052,750	6,737,301	6,112,046	5.7%
Student Services	8,245,294	8,171,213	7,165,530	6.7%
Institutional Support	42,490,614	42,262,056	44,337,189	41.5%
Operation & Maintenance of Plant	10,346,733	10,395,889	9,559,259	8.9%
Edu. & General Expenditure	\$110,103,397	\$109,629,573	\$106,833,757	98.7%
Mandatory Transfers:				
Principal & Interest	1,129,599	1,129,599	1,129,599	1.0%
Total Edu. & General	\$111,232,996	\$110,759,172	\$107,963,356	99.8%
Auxiliary Enterprise:				
Expenditures	238,482	242,723	240,849	0.2%
Total Current Unrestricted	\$111,471,478	\$111,001,895	\$108,204,205	100.0%
Restricted Expenditures:				
Student Aid and Other Grants	46,500,000	47,700,000	48,200,000	
Total Current Funds				
Expenditures & Transfers	\$157,971,478	\$158,701,895	\$156,404,205	
Net Surplus / (Deficit)	\$0	\$0	(\$0)	



BOARD OF TRUSTEES ACTION A/F 5
Approval Date: May 8, 2018

Resolution

Exempt from Bidding: Authorization to renew Flood Insurance Policy for 1280 Wall Street, Lyndhurst, NJ. Insurance, is exempt from bidding pursuant to N.J.S.A. 18A:64A-25.5(11), which exemption shall be in accordance with the requirements for extraordinary unspecifiable services.

Submitted By

Mr. Victor Anaya, Chief Financial Officer

Action Requested

Authorization to renew Flood Insurance coverage for property located in 1280 Wall Street, Lyndhurst, NJ, from Otterstedt Insurance Agency, Inc. for the coverage period:

- *June 5, 2018 through June 5, 2019*
Flood Policy at a cost of \$25,184.00

Justification

Renewal of insurance coverage for 1280 Wall Street, Lyndhurst, NJ. No other quotes were received for Flood insurance. Flood insurance rates are mandated by FEMA.

Charge To: 10-01-188100-607590



BOARD OF TRUSTEES ACTION A/F 6
Approval Date: May 8, 2018

Resolution:

To authorize the renewal of Manage Engine Service Desk Plus license, help desk management software, from May 11, 2018 through May 10, 2019, from Insight Public Sector, Inc.

Submitted By

Mr. Victor Anaya, Chief Financial Officer
Mr. Bo Vieweg, Chief Information Officer
Ms. Barbara Golden, Director, Purchasing and Services

Action Requested

Authorization to renew Manage Engine Service Desk Plus software licensing at a cost of \$22,221.43 from Insight Public Sector, Inc. on NJ State Contract 89853.

Justification

These licenses are for help desk management software (Manage Engine Service Desk Plus) which allows for ticket assigning, tracking and monitoring of all help desk calls/incidents in an effort to support all staff and students with their IT issues.

Quotations were received from the companies listed below.

Insight Public Sector, Inc.	\$22,221.43
SHI International Corp.	\$22,430.31
Dell Marketing L.P.	\$22,539.28

Purchase through NJ State Contract is allowed in accordance with County College Contracts Law 18A-64A-25.9.

Charge To: College Operating Funds
Account Number: 10-01-165100-607526



BOARD OF TRUSTEES ACTION A/F 7
Approval Date: May 8, 2018

Resolution:

To authorize the purchase of a twelve-month subscription for Lecture Capture software from Aspire Technology Partners, LLC.

Submitted By

Mr. Victor Anaya, Chief Financial Officer
Mr. Bo Vieweg, Chief Information Officer
Ms. Barbara Golden, Director, Purchasing and Services

Action Requested

Authorization to purchase a twelve-month subscription for Cisco SPARK and Cirqlive from Aspire Technology Partners, LLC at a cost of \$9,568.75.

Justification

SPARK and Cirqlive software will be used in the 7 existing lecture capture classrooms. This software will allow professors to record classroom activities and share the recordings on Moodle and will replace Show and Share which is at end of life and is no longer supported.

Requests for Quotations were emailed to eight vendors, two quotations were received.

Aspire Technology Partners, LLC	\$9,568.75
SHI International Inc.	\$7,566.40 vendor not able to quote all items
Continental Resources, Inc.	no quote
ePlus Technology, Inc.	no quote
Dimension Data	no quote
Insight Public Sector, Inc.	no quote
Dell Marketing L. P.	no quote
CDW Government, Inc.	no quote

The college has a need to procure these services through a non-fair and open process in accordance with the provisions of N.J.S.A. 19:44A-20.4. Aspire Technology Partners, LLC has complete and submitted a Political Contribution Disclosure Form and a Stockholder Disclosure Form in accordance with N.J.S.A. 19:44A-20.26 and a Business Entity Disclosure Certification in accordance with N.J.S.A. 19:44A-20.8, certifying that it has not made any reportable contributions to a political or candidate committee in the County of Bergen in the prior year, and that the contract will prohibit it from making any reportable contributions through the term of the contract. The Political Contribution disclosure, the Stockholder Disclosure Certification and Business Entity Disclosure will be maintained on file at the college.

Software is exempt from public bidding in accordance with County College Contracts Law 18A:64A-25.5 (a) (19).

Charge To: College Operating Funds
Account Number: 10-01-165100-607526



BOARD OF TRUSTEES ACTION A/F 8
Approval Date: May 8, 2018

Resolution

To authorize a change order to Aspire Technology Partners, LLC to provide coverage for a Nexus 7010 switch bundle under the existing Cisco SmartNet maintenance agreement.

Submitted By

Mr. Victor Anaya, Chief Financial Officer
Mr. Bo Vieweg, Chief Information Officer
Ms. Barbara Golden, Director, Purchasing and Services

Action Requested

Authorization to issue a change order in the amount of \$10,280.49 for maintenance on a Nexus 7010 switch bundle to be added to the existing Cisco SmartNet maintenance agreement with Aspire Technology Partners, LLC on NJ State Contract # 87720.

Original contract amount: \$129,796.89
Change order amount: \$10,280.49
New contract amount: \$140,077.48

Justification

This is a critical device in the Bergen Infrastructure which needs to be added to this agreement to be brought under maintenance.

Charge to: College Operating Funds
Account: 10-01-165100-607511



BOARD OF TRUSTEES ACTION A/F 9
Approval Date: May 8, 2018

Resolution

To authorize the purchase of a mechanical ventilator from Covidien Medtronic for the Respiratory Care Laboratory. This is funded by GO Bond.

Submitted By

Mr. Victor Anaya, Chief Financial Officer
Dr. William Mullaney, Vice President, Academic Affairs
Dr. Susan Barnard, Dean Health Professions
Ms. Barbara Golden, Director, Purchasing and Services

Action Requested

Authorization to purchase a 980 Puritan Bennett universal ventilator at a cost of \$30,000.50, plus estimated shipping of \$350.00 from Covidien Medtronic.

Justification

The 980 Puritan Bennett ventilator is used at the Respiratory Care Program's clinical sites. This Puritan Bennett ventilator was designated by the Program because its purchase will allow students to learn and practice mechanical ventilation using current technology and train on the specific equipment that they will encounter both at clinical sites and local hospitals for future employment.

The Puritan Bennett ventilator can only be purchased from Covidien Medtronic.

The college has a need to procure this equipment through a non-fair and open process in accordance with the provisions of N.J.S.A. 19:44A-20.4. Medtronic has completed and submitted, a Political Contribution Disclosure Form and a Stockholder Disclosure Form in accordance with N.J.S.A. 19:44A-20.26 and a Business Entity Disclosure Certification in accordance with N.J.S.A. 19:44A-20.8, certifying that it has not made any reportable contributions to a political or candidate committee in the County of Bergen in the prior year, and that the contract will prohibit it from making any reportable contributions through the term of the contract. The Political Contribution Disclosure, the Stockholder Disclosure Certification and Business Entity Disclosure will be maintained on file at the College.

This purchase is below the county college bid threshold and is not required to be bid.

Charge To: GO Bond

Account Number: 20-00-115300-604289



BOARD OF TRUSTEES ACTION A/F 10
Approval Date: May 8, 2018

Resolution:

To authorize a Shared Services Agreement with the County of Bergen for the provision of Shuttle Bus Services for inter-campus transportation of students.

Submitted By

Mr. William Corcoran, Vice President, Facilities Planning, Operations and Public Safety
Mr. Victor Anaya, Chief Financial Officer

Action Requested

To continue shuttle bus services by entering into a Shared Services Agreement with the County of Bergen for the period January 2018 through June 2020. The County will provide one (1) bus at a cost of \$33,750.00 per quarter for inter-campus transportation between Paramus and Lyndhurst.

In addition, Bergen County shall fuel the bus daily, provide maintenance for the bus, store the bus overnight at the County New Public Works Complex in Paramus, provide licensed, qualified driver and pay their compensation, and operate the bus as set forth in the agreement and in accordance with all applicable laws.

The Shuttle Bus Service will operate twelve (12) hours per day Monday through Friday, excluding College holidays, during the College's spring and fall semesters.

Justification

A service funded for by a U.S. Department of Transportation Agency "Congestion Mitigation and Air Quality Grant," for the purpose of transporting students and reducing air pollution caused by commuters, that has expired. Both the County and the College find the need to continue transportation services.

A copy of the Shared Services Agreement is attached.

Charge to: College Operating Funds

Account Number: 10-01-160100-607550

**SHARED SERVICES AGREEMENT
FOR
SHUTTLE BUS SERVICE FOR INTER-CAMPUS TRANSPORTATION OF STUDENTS**

THIS AGREEMENT made on December 6, 2017 between:

COUNTY OF BERGEN, a body politic and corporate of the State of New Jersey, with administrative offices at One Bergen County Plaza, Room 580, Hackensack, New Jersey 07601-7076, hereinafter referred to as the “County;”

and

BERGEN COMMUNITY COLLEGE, a public educational institution located at 400 Paramus Road, Paramus, New Jersey 07652, hereinafter referred to as the "College."

WHEREAS, pursuant to County Freeholder Resolutions 1743-13, 1094-14, 913-15 and 1222-16, the County and the College collaborated on the operation of campus shuttle buses between the College’s main campus in Paramus and its campus in Lyndhurst; and

WHEREAS, the County has agreed to provide one 20-passenger bus for shuttle service for inter-campus transportation of students commencing in January 2018 and ending in June 2020 during the College’s spring and fall sessions; and

WHEREAS, the College has agreed to pay the County \$33,750 quarterly; and

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq., permits, authorizes and encourages public bodies such as counties, municipalities and school districts to enter into agreements with each other to contract for the provision of any service that the parties to such agreement are empowered to render under and within their own individual jurisdiction, whether administrative or otherwise; and

WHEREAS, the County, a body politic and corporate of the State of New Jersey and the College an educational institution established by the County and subject to the County College Law, N.J.S.A. 18A:64A-1 et seq., are authorized to enter into a Shared Services Agreement (“Agreement”) for the utilization and optimization of savings involving one shuttle bus (hereinafter “bus” or “vehicle”); and

WHEREAS, the County and the College desire to memorialize this arrangement pursuant to the Uniform Shared Services and Consolidation Act; and

WHEREAS, the Board of Chosen Freeholders of the County duly adopted Freeholder Resolution 1133-17 on December 6, 2017 (Exhibit “A”) and the Board of the College duly adopted a Resolution _____ adopted on January ___, 2018 (Exhibit “B”) and which resolutions authorized the execution of this Agreement; and

WHEREAS, the County and the College desire to memorialize this arrangement pursuant to the Uniform Shared Services and Consolidation Act;

NOW, THEREFORE, for the consideration herein stated, the parties hereto agree as follows:

1. Project Administration

The County shall operate the vehicle supplied, operated and fueled by the County, between the College’s campuses in Paramus and Lyndhurst.

2. Times of Operation

a. Spring and Fall Semesters. The County will operate the vehicle twelve (12) hours per day Monday through Friday (*excluding College holidays) during the College’s spring and fall semesters:

- i. Weekday bus service for the spring semesters will begin in *January 2018, 2019, and 2020*, coinciding with the commencement of the College’s spring semester, and conclude at the end of the last day of the spring semester.
- ii. Weekday bus service for the fall semesters will begin in *September 2018, and 2019*, coinciding with the commencement of the College’s fall semester, and conclude at the end of the last day of the fall semester.

Note: There will be no summer service.

b. Hours of Operation

- i. At 7:00 am, the first bus will depart the College's Paramus campus and hourly thereafter until 6:00 pm (the departure time of the last bus from Paramus).
- ii. At 7:30 am, the bus will depart the College's Lyndhurst campus and on the half-hour thereafter until 6:30 pm (the departure time of the last bus from Lyndhurst).

3. Responsibilities

A. County of Bergen:

- 1) Shall provide one passenger bus.
- 2) Fuel the bus daily.
- 3) Maintain the bus.
- 4) Store the bus overnight at the County New Public Works Complex in Paramus.
- 5) Provide licensed, qualified drivers and pay their compensation.
- 6) Operate the bus as set forth herein in accordance with all applicable law.

B. College:

- 1) Shall adopt all rules, regulations and policies (except as set forth herein) for the operation of a shuttle bus between its campuses.
- 2) Determine the fares, if any, provided they are paid through a cash-less system financed, installed and operated by the College. Note: the College shall be entitled to retain all receipts.
- 3) Pay the County \$33,750 *per quarter* to be paid the 1st of *January 2018* and the first day of each subsequent quarter until the expiration of the contract in *June of 2020*.

4. Contact Person

The College agrees to appoint a person to act as a liaison to the County's Director of the Division of Community Transportation in order to support and facilitate the orderly and efficient operation and servicing of the shuttle bus.

5. Notices

All notices, demands, requests and other communications hereunder shall be deemed sufficient and properly given, if in writing and delivered in person to the following addresses (or such other or additional addresses provided by notice to the other Party) or sent by certified or registered mail, postage prepaid with return receipt requested at such addresses; provided if such, demand, requests or other communications are sent by mail, they shall be deemed as given on the third day following such mailing which is not a Saturday, Sunday or day on which United States mail is not delivered:

If to County: County of Bergen
One Bergen County Plaza
Hackensack, NJ 07601
Attention: Bergen County Administrator

With copy to: Office of County Counsel
One Bergen County Plaza
Hackensack, NJ 07601
Attn: County Counsel

If to College: Vice-President of Facilities, Planning Operations & Public Safety
Bergen Community College
400 Paramus Road
Paramus, NJ 07652

With copy to: Office of General Counsel
DeCotiis, FitzPatrick, Cole & Giblin, LLC
Glenpointe Centre West
500 Frank W. Burr Boulevard
Teaneck, NJ 07666
Attn: Kevin A. Conti, Esq.

6. Tort Claims Act

Subject to the provisions of the Tort Claims Act, N.J.S.A. 59:1-1 et seq., the College and the County will each be responsible for personal injuries and property damage caused by its own negligent actions or those of their respective employees or agents that arise out of this Agreement. Neither party shall be deemed an employee or agent of the other party for purposes of this Section. Any claim for such personal injury or property damage must be filed in accordance with N.J.S.A. 59:8-1 et seq.

7. Duration, Cancellation & Amendments

- A Term. The term of this Agreement shall commence at the start of the College's spring semester in *January 2018* and expire at the conclusion of the College's spring semester in *June 2020*.
- B Termination for convenience. Either party may terminate this agreement upon six months written notice when either party determines that the continuation of the shuttle service would not produce beneficial results commensurate with the further expenditure of funds.
- C Amendments. The parties may, from time to time, require changes in the scope of services to be performed hereunder. Such changes which are mutually agreed upon by shall be incorporated in written amendments to this Agreement and signed by all parties.

8. Indemnification

The College agrees to indemnify and hold harmless the County, its employees, agents and/or servants from any and all claims, damages and liabilities as a result of the negligent actions, intentional acts, or omissions of the College, its employees, agents and/or servants. The County agrees to indemnify and hold harmless the College, its Trustees, employees, agents and/or servants from any and all claims, damages and liabilities as a result of the negligent actions, intentional acts or omissions of the County, its employees, agents and/or servants.

9. Miscellaneous

- A Authorization. All parties hereto have the requisite power and authority to enter into this Agreement and it is the intention of the Parties to be bound by the terms hereof. The execution and delivery of this Agreement is valid and binding upon the parties hereto and the genuineness of any and all resolutions executed may be assumed to be genuine by the Parties in receipt thereof.
- B Assignment. No party may assign this Agreement or any rights or obligations hereunder without the prior written consent of the other party and any such attempted assignment shall be void.
- C Cooperation of the Parties. In performing any services pursuant to this Agreement, the performing parties will act in a reasonably prudent manner to accommodate the common goals of the parties toward implementation and effectuation of the stated purposes of this Agreement. No party hereto shall be liable for failure to advise another party of any adverse impact from action taken hereunder, unless such failure to advise shall be the result of bad faith or willful concealment of an impact actually known to the party taking the action or omitting to take such action to be substantially adverse to the other parties. The fact that any act or omission should subsequently be determined to have an adverse impact shall not in itself be evidence of bad faith or willful concealment and the party bringing an action shall be required to affirmatively establish, by independent sufficient evidence, that such party acted in bad faith or willfully concealed an adverse impact of which it had actual knowledge.
- D Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- E Entire Agreement. This Agreement, including any Exhibits and Addenda attached hereto, contain the sole and entire Agreement between the parties and supersedes all negotiations and prior agreements or understandings between the Counties, whether oral or written, and may not be modified except in a writing duly executed by both parties. The parties acknowledge and agree that they have not made any representations, including the execution and delivery hereof, except

such representations as are specifically set forth herein.

- F Force Majeure. Neither party shall be liable for any failure or delay in the performance of its respective obligations hereunder if and to the extent that such delay or failure is due to a cause or circumstance beyond the reasonable control of such party, including, without limitation, fire, flood, earthquake, hurricane, tornado, “Acts of God,” epidemics, war (declared or not), riots, disturbances, terrorism, embargos, strikes, lockouts, shutdowns, slowdowns, or acts of public authority.
- G General. This Agreement shall be construed and enforced in accordance with the laws of the State of New Jersey, including the New Jersey Tort Claim Act, N.J.S.A. 59:1-1 et seq., and the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq., without regard to its conflict of law principles. All disputes arising out of this Agreement shall be resolved in the Courts of the State of New Jersey.
- H Governing Law; Venue; and Construction. This Agreement and all amendments hereof shall be governed by and construed in accordance with the laws of the State of New Jersey applicable to contracts made and to be performed therein. The Counties acknowledge that they have been represented by counsel with respect to the negotiation and preparation of this Agreement and that, accordingly, this Agreement shall be construed in accordance with its terms and without regard to or aid of cannons requiring construction against the drafting party.
- I No Third Party Beneficiaries. This Agreement shall inure to the benefit of the Parties hereto and their successors and permitted assignees. No other person, corporation, company, partnership or other entity shall be deemed a third party or other beneficiary of this Agreement.
- J No Waiver. The failure of a party to insist on strict performance of any or all of the terms of this Agreement, or to exercise any right or remedy under this Agreement, shall not constitute a waiver or relinquishment of any nature regarding such right or remedy or any other right or remedy. No waiver of any breach or default hereunder shall be considered valid unless in writing and signed

by the party giving such waiver, and no such waiver shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

- K Relationship of the Parties. Nothing herein shall create any association, joint venture, partnership, or agency relationship of any kind between the parties. Neither party may create or assume any liability, obligation or expense on behalf of the other in conducting any activities under this Agreement.
- L Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction; such holding shall not invalidate or render unenforceable any other provision hereof.
- M Title and Headings. Titles and headings to sections or paragraphs herein are inserted merely for convenience of reference and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, the County and the College have caused this Agreement to be signed and their corporate seals to be hereunto affixed, pursuant to duly adopted resolutions of their governing bodies, passed for that purpose.

Attest: **BERGEN COMMUNITY COLLEGE**

Attest: **COUNTY OF BERGEN**

_____ James J. Tedesco, County Executive
or Julien X. Neals, Acting County Administrator



BOARD OF TRUSTEES ACTION A/F 11
Approval Date: May 8, 2018

Resolution

Authorization to award Public Bid P-2269 for On-Call Locksmith, Automatic and Fire Door Repairs to Parent Door Hardware for a two-year period.

Submitted By

Mr. William Corcoran, Vice President, Facilities Planning, Operations and Public Safety
Mr. Victor Anaya, Chief Financial Officer
Mr. Sam John, Acting Managing Director, Physical Plant
Ms. Barbara Golden, Director Purchasing and Services

Action Requested

Authorization to award Public Bid P-2269 for On-Call Locksmith, Automatic and Fire Door Repairs to Parent Door Hardware for an estimated amount of \$338,666.86 for the period May 15, 2018 through May 14, 2020. The bid amount also includes a fixed cost for four bathroom automatic door units at a cost of \$1,145.19 each for a total of \$3,334.36.

Justification

The College requires routine and emergency repair service to replace locking hardware as needed, and to repair the automatic sliding doors and fire doors in all college buildings. Two bidders registered, and one bid was received.

Charge To: College Operating Funds
Account Number: 10-06-610100-607550



BOARD OF TRUSTEES ACTION A/F 12
Approval Date: May 8, 2018

Resolution

Authorization to Award Public Bid #P-2270 for On-Call Network Cabling to Technotime Business Solutions for a two-year period.

Submitted By

Mr. Victor Anaya, Chief Financial Officer
Mr. Bo Viewig, Chief Information Officer
Ms. Barbara Golden, Director, Purchasing and Services

Action Requested

Authorization to award Public Bid #P-2270 for On-Call Network Cabling to Technotime Business Solutions for an estimated amount of \$99,000.00, for the period May 15, 2018 through May 14, 2020.

Justification

The College requires an electrical contractor to install network cable drops to accommodate all network additions and changes during the term of this contract. Twenty bidders registered, and four bids were received. See list below for bids received.

Technotime Business Solutions	\$ 99,000.00
Integrated Micro Systems, Inc.	\$112,500.00
Redmann Electric & Communications Co., Inc.	\$122,500.00
Sal Electric Co, Inc.	\$150,000.00

Charge To: College Operating Funds
Account Number: 10-01-165100-607653



BOARD OF TRUSTEES ACTION A/F 13
Approval Date: May 8, 2018

Resolution

To authorize the sale of 1 lot (223 items) of used Apple Computers to Dynamic Recycling, Inc. in accordance with Public Bid P-2266.

Submitted By

Mr. Victor Anaya, Chief Financial Officer
Mr. Bo Viewig, Chief Information Officer
Ms. Barbara Golden, Director, Purchasing & Services

Action Requested

Authorization to award Public Bid P-2266 to Dynamic Recycling, Inc. in the amount of \$50,294.63 **payable to the College**, for the sale of Apple laptop and desktop computer equipment and hard drive wiping services.

Justification

This equipment is at end of life and is no longer supported by Apple. Dynamic Recycling will provide all of the services required to remove this equipment from the College's premises, including, shipping, loading, packing, etc. Services also include secure wiping of data from the hard drives and certification of data destruction.

See attachment for the list of equipment to be sold.

At total of eighteen companies registered for bid packages and five bids were received. Below is a list of bids received.

Dynamic Recycling, Inc.	\$50,294.63
Secure Recycling	\$45,517.50
Imaan International	\$41,850.00
SHI International Corp.	\$39,102.00
TBF Computing, Inc.	\$12,657.00

18A:64A-25.27 authorizes the sale of College property no longer needed for College purposes.

Charge To: College revenue and Capital Accounts
Account Number:

# of Computers	Processor Type	Processor		Model	Apple Keyboard	Apple Mouse
1	Intel Core 2 Duo	2.5 GHZ	iMac8,1	iMac8,1 (2008)	1	1
3	Intel Core 2 Duo	3.5 GHZ	iMac10,1	iMac Intel (Late 2009)	3	3
170	Intel Core i5	2.5 GHZ	iMac12,1	iMac Intel (21.5-inch, Mid 2011)	150	150
2	Intel Core i5	2.5 GHZ	iMac12,1	iMac Intel (21.5-inc)	2	2
10	Intel Core i5	3.4 GHZ	iMac12,2	iMac Intel (27-inch, Mid 2011)	10	10
4	Intel Core 2 Duo	2.4 GHZ	iMac7,1	iMac Intel (21.5-inc)	3	3
21	Quad-Core Intel Xeon	2.4 GHZ	MacPro5,1	MacPro (Mid 2010)		
1	n/a	n/a	Xserve	Xserve		
1	n/a	n/a	Power Mac G5	Power Mac G5		
2	MacBookPro	2.66 GHZ	n/a	15-inch MacbookPro		
3	MacBookPro 10	2.7 GHZ	MacBookPro10	15-inch Retina MacBook Pro (Mid 2012)		
2	MacBookPro 11	2.3 GHZ	MacBookPro11	13-inch Retina MacBook Pro (Late 2012)		
2	MacBookPro 9	2.6 GHZ	MacBookPro9	15-inch MacBook Pro (Mid 2012)		
1	MacBookPro 8	2.0 GHZ	MacBookPro8	15-inch MacBook Pro (2011)		

Recap of Equipment

Serial Number	Processor Type	Processor Speed MHz	Model Identifier	Model
QP9080A2ZE5	Intel Core 2 Duo		iMac8,1	iMac8,1
QP0050CQ5PM	Intel Core 2 Duo	3060	iMac10,1	iMac Intel (Late 2009)
QP0050CS5PM	Intel Core 2 Duo	3060	iMac10,1	iMac Intel (Late 2009)
QP0050CP5PM	Intel Core 2 Duo	3060	iMac10,1	iMac Intel (Late 2009)
C02GME0GDHJF	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)
C02FRPTXDHJF	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)
C02GMAVTDHJF	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)
C02GMDWHDHJF	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)
C02GMDSHDHJF	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)
C02GMDR9DHJF	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)
C17FGR6WDHJF	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)
C02FKZ7XDHJF	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)
D25GD0VFDHJR	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)
C02GMDS3DHJF	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)
C17FL5R0DHJF	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)
C17FLBEHDHJF	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)
C17FL9SGDHJF	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)
C17FL8ZSDHJF	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)
C02FD44RDHJF	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)
C17FHCZNDHJF	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)
C17FKFH3DHJF	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)

				2011)
C17FL9MVDHJF	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)
C17FLB96DHJF	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)
C17FKLAFDHJF	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)
C17FL5SWDHJF	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)
C17FP41DDHJF	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)
C02FKXZTDHJF	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)
C17FLBADDHJF	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)
C17FP4TDDHJF	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)
C02FRPMFDHJF	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)
C17FL9GUDHJF	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)
C17FLBTHDHJF	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)
C17FL8R0DHJF	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)
C17FL9A7DHJF	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)
C02FRWW2DHJF	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)
C17FKFVADHJF	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)
C02FKYQ2DHJF	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)
C17FKM9UDHJF	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)
C02FRPTTDHJF	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)
C17FL5T8DHJF	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)
C02FDBQLDHJF	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)
C02FD07TDHJF	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)
C17FP4PGDHJF	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)
C02FKZPBDHJF	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)

C02FDBR0DHJF	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)
C17FP9EFDHJF	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)
C17FLC6GDHJF	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)
C17FL9RDDHJF	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)
C17FKFT8DHJF	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)
C17FP9DXDHJF	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)
C17FLBABDHJF	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)
C17FL9G8DHJF	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)
C17FLB8KDHJF	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)
C17FP9C4DHJF	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)
C17FM2EDDHJF	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)
C17FL8M9DHJF	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)
C17FLADBDHJF	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)
C17FLB91DHJF	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)
C17FL9NPDHJF	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)
C17FLBC7DHJF	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)
C17FN007DHJF	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)
C17FLBCRDHJF	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)
D25GT0SJDHJR	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)
D25GT0SKDHJR	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)
D25GT0SQDHJR	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)
D25GT0SMDHJR	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)
D25GT0SLDHJR	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)
D25GT0SVDHJR	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)

				2011)
D25GT0SRDHJR	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)
D25GT0SFDHJR	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)
D25GT0STDHJR	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)
D25GT0SSDHJR	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)
D25GT0SWDHJR	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)
D25GT0SPDHJR	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)
D25GT0SXDHJR	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)
D25GT0SHDHJR	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)
D25GT0SEDHJR	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)
D25GT0SDDHJR	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)
D25GT0SCDHJR	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)
C2VFG1L2DHJF	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)
C02FH9JXDHJF	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)
C02FH9DVDHJF	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)
C02FGKJADHJF	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)
C02FHYVYDHJF	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)
C02FHYSMDHJF	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)
C2VFG035DHJF	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)
C02FHYVGDHJF	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)
C02FH9Y1DHJF	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)
C17FH014DHJF	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)
C17FH04TDHJF	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)
C2VFG0GWDHJF	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)

C2VFG2GZDHJF	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)
C2VFG1E3DHJF	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)
C02FHA41DHJF	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)
C2VFG0EXDHJF	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)
C02FHZN1DHJF	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)
C02FHZNADHJF	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)
C2VFG07CDHJF	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)
C17FH08CDHJF	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)
C17FH7JMDHJF	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)
C02FHANUDHJF	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)
C02FHA15DHJF	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)
C02GMDRMDHJF	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)
C02GME17DHJF	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)
C02GMDSL DHJF	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)
C02GMDWJDHJF	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)
C02GMDZDYHJF	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)
C02GMDHCDHJF	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)
C02GME08DHJF	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)
C02GMDWEDHJF	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)
C02GMAGMDHJF	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)
C02GMDRBDHJF	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)
C02GMAW1DHJF	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)
C02GMDSXDHJF	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)
C02GMDWMDHJF	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)

				2011)
C02GMDSMDHJF	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)
C02GMDTQDHJF	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)
C02GMDPGDHJF	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)
C02GMDSUDHJF	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)
C02GMDSVDHJF	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)
C02GMDTPDHJF	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)
C02GMDDBDHJF	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)
C02GMDMHDHJF	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)
C02GMDXHDHJF	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)
C02GME18DHJF	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)
C02GMDMJDHJF	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)
C02GMDX8DHJF	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)
C02GMDSNDHJF	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)
C02GME03DHJF	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)
C02GMAWBDHJF	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)
C02GME3KDHJF	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)
C02GMDNMDHJF	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)
C02GMDPWDHJF	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)
C02GMDNADHJF	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)
C02GMDKWDHJF	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)
C02GME01DHJF	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)
C02GMDSWDHJF	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)
C02GMDKLDHJF	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)

C02GMDPTDHJF	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)
C02GMDSRDHJF	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)
C02GMDEEDHJF	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)
C02GME0BDHJF	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)
C02GME0CDHJF	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)
C02GMDJZDHJF	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)
C02GMDBZDHJF	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)
C02GMDJXDHJF	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)
C02GMDT1DHJF	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)
C02GME3QDHJF	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)
C02GMDSQDHJF	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)
C02GMDWRDHJF	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)
C02GMDL7DHJF	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)
C02GMDSPDHJF	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)
C17FK0X1DHJF	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)
C17FK1R6DHJF	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)
D25J3136DHJT	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)
D25J3135DHJT	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)
D25J3131DHJT	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)
D25J405ZDHJT	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)
D25J3155DHJT	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)
D25J3134DHJT	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)
D25J3133DHJT	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)
D25J405XDHJT	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)

				2011)
D25J3138DHJT	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)
D25J405UDHJT	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)
D25J312ZDHJT	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)
D25J312QDHJT	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)
D25J313GDHJT	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)
D25J312VDHJT	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)
D25J3186DHJT	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)
D25J4062DHJT	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)
D25J3139DHJT	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)
D25J3188DHJT	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)
D25GD0R6DHJR	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)
D25J4068DHJT	Intel Core i5	2500	iMac12,1	iMac Intel (21.5-inch, Mid 2011)
D25GD0VRDHJR	Intel Core i5	2500	iMac12,1	iMac12,1
D25GD0VDDHJR	Intel Core i5	2500	iMac12,1	iMac12,1
D25GD14NDHJW	Intel Core i5	3400	iMac12,2	iMac Intel (27-inch, Mid 2011)
D25FP13CDHJV	Intel Core i5	2700	iMac12,2	iMac Intel (27-inch, Mid 2011)
D25FP13JDHJV	Intel Core i5	2700	iMac12,2	iMac Intel (27-inch, Mid 2011)
D25FP13DDHJV	Intel Core i5	2700	iMac12,2	iMac Intel (27-inch, Mid 2011)
D25FP13ADHJV	Intel Core i5	2700	iMac12,2	iMac Intel (27-inch, Mid 2011)
D25FP13EDHJV	Intel Core i5	2700	iMac12,2	iMac Intel (27-inch, Mid 2011)
D25FP13FDHJV	Intel Core i5	2700	iMac12,2	iMac Intel (27-inch, Mid 2011)
D25FP13GDHJV	Intel Core i5	2700	iMac12,2	iMac Intel (27-inch, Mid 2011)
D25FP13KDHJV	Intel Core i5	2700	iMac12,2	iMac Intel (27-inch, Mid 2011)
D25FP13HDHJV	Intel Core i5	2700	iMac12,2	iMac Intel (27-inch, Mid 2011)
W87380YDX88	Inte Core 2 Duo	2400	iMac7,1	iMac7,1
W87360PTX88	Inte Core 2 Duo	2400	iMac7,1	iMac7,1
W87380Y5X88	Inte Core 2 Duo	2400	iMac7,1	iMac7,1
W87380YDX88	Intel Core 2 Duo	2400	iMac7,1	iMac7,1
H013210DEUH	Quad-Core Intel Xeon	2400	MacPro5,1	MacPro (Mid 2010)
H013210SEUH	Quad-Core Intel	2400	MacPro5,1	MacPro (Mid 2010)

	Xeon			
H013210MEUH	Quad-Core Intel Xeon	2400	MacPro5,1	MacPro (Mid 2010)
H013210LEUH	Quad-Core Intel Xeon	2400	MacPro5,1	MacPro (Mid 2010)
H013210EEUH	Quad-Core Intel Xeon	2400	MacPro5,1	MacPro (Mid 2010)
H013210REUH	Quad-Core Intel Xeon	2400	MacPro5,1	MacPro (Mid 2010)
H013210TEUH	Quad-Core Intel Xeon	2400	MacPro5,1	MacPro (Mid 2010)
H013210CEUH	Quad-Core Intel Xeon	2400	MacPro5,1	MacPro (Mid 2010)
H013210YEUH	Quad-Core Intel Xeon	2400	MacPro5,1	MacPro (Mid 2010)
H013210XEUH	Quad-Core Intel Xeon	2400	MacPro5,1	MacPro (Mid 2010)
H013210VEUH	Quad-Core Intel Xeon	2400	MacPro5,1	MacPro (Mid 2010)
H013210KEUH	Quad-Core Intel Xeon	2400	MacPro5,1	MacPro (Mid 2010)
H013210NEUH	Quad-Core Intel Xeon	2400	MacPro5,1	MacPro (Mid 2010)
H013210PEUH	Quad-Core Intel Xeon	2400	MacPro5,1	MacPro (Mid 2010)
H013210JEUH	Quad-Core Intel Xeon	2400	MacPro5,1	MacPro (Mid 2010)
H013210UEUH	Quad-Core Intel Xeon	2400	MacPro5,1	MacPro (Mid 2010)
H013210HEUH	Quad-Core Intel Xeon	2400	MacPro5,1	MacPro (Mid 2010)
H013210GEUH	Quad-Core Intel Xeon	2400	MacPro5,1	MacPro (Mid 2010)
H013210ZEUH	Quad-Core Intel Xeon	2400	MacPro5,1	MacPro (Mid 2010)
H013210WEUH	Quad-Core Intel Xeon	2400	MacPro5,1	MacPro (Mid 2010)
H013210QEUH	Quad-Core Intel Xeon	2400	MacPro5,1	MacPro (Mid 2010)
H00262066HS	Intel	n/a	Xserver	Xserve
n/a	n/a	n/a	A1047	Power Mac G5



BOARD OF TRUSTEES ACTION A/F 14
Approval Date: May 8, 2018

Resolution:

To authorize Bergen Community College to join the EdgeMarket Cooperative pricing system through the NJEdge.Net technology consortium and to execute a Cooperative Pricing System Participation Agreement.

Submitted By

Mr. Victor Anaya, Chief Financial Officer
Mr. Bo Vieweg, Chief Information Officer
Ms. Barbara Golden, Director, Purchasing and Services

Action Requested

WHEREAS, N.J.S.A. 18A:64A-25.10 pursuant to N.J.S.A. 40A:11-11 (5) authorizes contracting units to establish a Cooperative Pricing System for the provision and performance of goods and services and to enter into Cooperative Pricing Agreements for its administration; and

WHEREAS, NJEdge.Net, Inc., hereinafter referred to as the "Lead Agency" has offered voluntary participation in the EdgeMarket Cooperative Pricing System for the purchase of goods and services;

WHEREAS, on May 8, 2018 the Board of Trustees of Bergen Community College, situated in the County of Bergen, State of New Jersey duly considered participation in a Cooperative Pricing System for the provision and performance of goods and services;

NOW, THEREFORE BE IT RESOLVED as follows:

This RESOLUTION shall be known and may be cited as the EdgeMarket Cooperative Pricing Resolution of Bergen Community College.

On behalf of Bergen Community College, the President is hereby authorized to enter into a Cooperative Pricing Agreement with the Lead Agency, NJEdge.Net, Inc.

Justification

The College currently purchases various technology items and services through NJEdge.Net agreements. Recently, NJEdge.Net, Inc. has been given statutory authority to act as a Lead Agency and is registering its Cooperative Pricing Consortium with the New Jersey Department of Community Affairs (DCA). This will allow it to expand its cooperative buying processes to permit local government entities in the State, including municipalities and counties to participate. The Cooperative will offer price advantages on technology items and services currently used by the College and will leverage the aggregated purchases of the members.

NJEdge.Net has requested that its current members pass resolutions and sign the attached agreement in order to comply with DCA requirements for registration.

Cooperative purchases are allowed in accordance with County College Contracts Law 18A:64A-25.10.



EdgeMarket Cooperative Pricing System Participation Agreement

This Agreement made and entered into this ____ day of ____, 20__, by and between the NJEdge.Net, Inc. (also referred to as the "Lead Agency") and the _____ who desire to participate in the EdgeMarket Cooperative Pricing System.

WITNESSETH

WHEREAS, *N.J.S.A. 40A:11-11(5)* authorizes two or more contracting units to establish a Cooperative Pricing System for the provision and performance of goods and services and to enter into Cooperative Pricing Agreements for its administration; and

WHEREAS, NJEdge.Net, Inc. is conducting a voluntary Cooperative Pricing System with other contracting units; and

WHEREAS, this Cooperative Pricing System is to effect substantial economies in the provision and performance of goods and services; and

WHEREAS, all parties hereto have approved the within Agreement by Resolution² in accordance with the aforesaid statute; and

WHEREAS, it is the desire of all parties to enter into such Agreement for said purposes;

NOW, THEREFORE, IN CONSIDERATION OF the promises and of the covenants, terms and conditions hereinafter set forth, it is mutually agreed as follows:

1. The goods or services to be priced cooperatively may include goods or services concerning educational technology systems and related services that two or more participating contracting units in the system agree can be purchased on a cooperative basis.
2. The items and classes of items which may be designated by the participating contracting units hereto may be purchased cooperatively for the period commencing with the execution of this Agreement and continuing until terminated as hereinafter provided.

² A motion made, carried, and recorded in the written minutes of a business meeting of a board of education, shall be considered the same as a resolution.

3. The Lead Agency, on behalf of all participating contracting units, shall upon approval of the registration of the System and annually thereafter IN JANUARY OF EACH SUCCEEDING YEAR publish a legal ad in such format as required by N.J.A.C. 5:34- 7.9(a) in its official newspaper normally used for such purposes by it to include such information as:
 - (A) The name of Lead Agency soliciting competitive bids or informal quotations.
 - (B) The address and telephone number of Lead Agency.
 - (C) The names of the participating contracting units.
 - (D) The State Identification Code assigned to the Cooperative Pricing System.
 - (E) The expiration date of the Cooperative Pricing System.
4. The specifications shall be prepared and approved by the Lead Agency and no changes shall be made thereafter except as permitted by law. Nothing herein shall be deemed to prevent changes in specifications for subsequent purchases.
5. A single advertisement for bids or the solicitation of informal quotations for the goods or services to be purchased shall be prepared by the Lead Agency on behalf of all of the participating contracting units desiring to purchase any item.
6. The Lead Agency when advertising for bids or soliciting informal quotations shall receive bids or quotations on behalf of all participating contracting units. Following the receipt of bids, the Lead Agency shall review said bids and on behalf of all participating contracting units, either reject all or certain of the bids or make one award to the lowest responsible bidder or bidders for each separate item. This award shall result in the Lead Agency entering into a Master Contract with the successful bidder(s) providing for two categories of purchases:
 - (A) The quantities ordered for the Lead Agency's own needs, and
 - (B) The estimated aggregate quantities to be ordered by other participating contracting units by separate contracts, subject to the specifications and prices set forth in the Lead Agency's Master Contract.

7. The Lead Agency shall enter into a formal written contract(s) directly with the successful bidder(s) only after it has certified the funds available for its own needs.
8. Each participating contracting unit shall also certify the funds available only for its own needs ordered; enter into a formal written contract, when required by law, directly with the successful bidder(s); issue purchase orders in its own name directly to successful vendor(s) against said contract; accept its own deliveries; be invoiced by and receive statements from the successful vendor(s); make payment directly to the successful vendor(s) and be responsible for any tax liability.
9. No participating contracting unit in the Cooperative Pricing System shall be responsible for payment for any items ordered or for performance generally, by any other participating contracting unit. Each participating contracting unit shall accordingly be liable only for its own performance and for items ordered and received by it and none assumes any additional responsibility or liability.
10. The provisions of Paragraphs 6, 7, 8, and 9 above shall be quoted or referred to and sufficiently described in all specifications so that each bidder shall be on notice as to the respective responsibilities and liabilities of the participating contracting units.
11. No participating contracting unit in the Cooperative Pricing System shall issue a purchase order or contract for a price which exceeds any other price available to it from any other such system in which it is authorized to participate or from bids or quotations which it has itself received.
12. The Lead Agency reserves the right to exclude from consideration any good or service if, in its opinion, the pooling of purchasing requirements or needs of the participating contracting units is either not beneficial or not workable.
13. The Lead Agency shall appropriate sufficient funds to enable it to perform the administrative responsibilities assumed pursuant to this Agreement.
14. It is understood that all fees for each participating contracting unit are paid to the Lead Agency by the successful bidder as follows:
 - Supplies, materials, goods and services at 2% of sales.

All fees are included within the bid price and are subject to change with new awards and notice to all cooperative members will be provided.
15. This Agreement shall become effective on ____, 20__ subject to the review and approval of the Director of the Division of Local Government Services

and shall continue in effect for a period not to exceed five (5) years from said date unless any party to this Agreement shall give written notice of its intention to terminate its participation.

16. Additional local contracting units may from time to time, execute this Agreement by means of a Rider annexed hereto, which addition shall not invalidate this Agreement with respect to other signatories. The Lead Agency is authorized to execute the Rider on behalf of the members of the System.
17. All records and documents maintained or utilized pursuant to terms of this Agreement shall be identified by the System Identifier assigned by the Director, Division of Local Government Services, and such other numbers as are assigned by the Lead Agency for purposes of identifying each contract and item awarded.
18. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and executed by their authorized corporate officers and their respective seals to be hereto affixed the day and year above written.

FOR THE LEAD AGENCY

By: _____
Samuel S. Conn, Ph.D.
President and Chief Executive Officer

FOR THE BERGEN COMMUNITY COLLEGE

BY: _____
Michael Redmond, Ph.D.
President



BOARD OF TRUSTEES ACTION A/F 15
Approval Date: May 8, 2018

Resolution:

To award Public Bid #P-2264 to Laerdal Medical Corporation to purchase a breathing simulation system for Laerdal Sim Manikin funded by GO Bond.

Submitted By

Dr. William Mullaney, Academic Vice President
Mr. Victor Anaya, Chief Financial Officer
Dr. Susan Barnard, Dean, Health Professions
Ms. Barbara Golden, Director, Purchasing and Services

Action Requested

Authorization to award Public Bid #P-2264 for one (1) ASL 5000 Lung Solution and Lung Adaptor Installation from Laerdal Medical Corporation in the amount of \$39,518.18.

Justification

This equipment is an add-on to the existing Sim Manikin that will be used for ventilation management training for students over several department's allowing for greater use of simulation equipment and more realistic interactions for students.

Two bidders registered, and one bid was received.

Charge To: GO Bond
Account Number: 20-00-115300-604212



BOARD OF TRUSTEES ACTION A/F 16
Approval Date: May 8, 2018

Resolution

Authorization to award Public Bid P-2272 for On-Call General Contracting to MBT Contracting LLC for a two year period.

Submitted By

Mr. William Corcoran, Vice President, Facilities Planning, Operations and Public Safety
Mr. Victor Anaya, Chief Financial Officer
Mr. Samuel John, Acting Managing Director, Physical Plant
Ms. Barbara Golden, Director, Purchasing and Services

Action Requested

Authorization to award Public Bid P-2272 for On-Call General Contracting to MBT Contracting LLC for the estimated amount of \$435,418.00, for the period May 15, 2018 through May 14, 2020.

Justification

The College requires the services of an on-call general contractor to have minor alterations and repairs completed efficiently and expeditiously.

Ten bidders registered, and two bids were received. See list below for bids received.

MBT Contracting LLC	\$435,418.00
Premier Homes & Additions, Inc.	\$440,168.00

Charge To: College Operating Funds
Account Number: 10-06-610100-607550



BOARD OF TRUSTEES ACTION A/F 17
Approval Date: May 8, 2018

Resolution

To authorize the award of Public Bid P-2262 for LED Lighting Supplies to Graybar Electric Company, Inc. for a two year period.

Submitted By

Mr. William Corcoran, Vice President, Facilities Planning, Operations and Public Safety
Mr. Victor Anaya, Chief Financial Officer
Mr. Samuel John, Acting Managing Director, Physical Plant
Ms. Barbara Golden, Director, Purchasing and Services

Action Requested

Authorization to award Public Bid P-2262 for LED Lighting Supplies to Graybar Electric Company, Inc. for an estimated amount of \$97,518.60, for the period May 15, 2018 through May 14, 2020.

Justification

LED lighting supplies will be utilized in the parking lots, walkways and indoor facilities throughout the College to increase visibility at night and improve safety for pedestrians. It will also improve lighting in interior spaces, including hallways and classrooms. In addition, LED technology will help reduce energy usage at all the College campuses based on the Size, Flux (lumens), Wattage, and Color Temp (K) requirements listed in the bid.

Eighteen companies registered for the bid, and two bids were received. The bid received from LED Lighting Solutions had to be rejected due to the lack of a valid bid bond included with their submission.

Charge To: College Operating Funds

Account Number: 10-06-6101000-607552



BOARD OF TRUSTEES ACTION A/F 18
Approval Date: May 8, 2018

Resolution

Authorization to Award Public Bid P-2274 for Lawn Maintenance to Greenleaf Landscape Systems & Services, Inc. for a two-year period.

Submitted By

Mr. William Corcoran, Vice President, Facilities Planning, Operations and Public Safety
Mr. Victor Anaya, Chief Financial Officer
Mr. Sam John, Acting Managing Director, Physical Plant
Ms. Barbara Golden, Director Purchasing and Services

Action Requested

Authorization to award Public Bid #P-2274 for On-Call Mowing and Landscaping Services to Greenleaf Landscape Systems & Services, Inc. for an estimated amount of \$416,510.00, for the period May 15, 2018 through November 30, 2019.

Justification

A lawn maintenance contractor performs certain lawn maintenance tasks and allows the College's Grounds crew to focus upon more outdoor campus beautification and enhancement projects. Six bidders registered, and one bid was received.

Charge to: College Operating Funds

Account Number: 10-06-630100-607558



400 Paramus Road, Paramus, New Jersey 07652
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BOARD OF TRUSTEES ACTION A/F 19
Approval Date: May 8, 2018

Resolution

Authorization to purchase gasoline for College Vehicles on the County of Bergen Contract #17-41 for the balance of the two-year contract period.

Submitted By

Mr. William Corcoran, Vice President Facilities Planning, Operations and Public Safety
Mr. Victor Anaya, Chief Financial Officer
Ms. Barbara Golden, Director Purchasing and Services

Action Requested

Authorization for the purchase of gasoline for College vehicles from Rachles/Michele's Oil Company, Inc., through the County of Bergen Contract #17-41, for the period May 15, 2018 through September 6, 2019 for an estimated amount of \$30,000.00.

Justification

The College requires gasoline to operate the College vehicles utilized by Public Safety, Buildings and Grounds, Athletics and other departments.

Charge To: College Operating Funds
Account Number: 10-01-191100-607563



BOARD OF TRUSTEES ACTION A/F 20
Approval Date: May 8, 2018

Resolution:

To authorize repair of two cooling units in the data center by Stillwell-Hansen Company (SH Technical Services, Inc.)

Submitted By

Mr. Victor Anaya, Chief Financial Officer
Mr. Bo Vieweg, Chief Information Officer
Ms. Barbara Golden, Director, Purchasing and Services

Action Requested

Authorization to repair two Liebert cooling units in the data center by Stillwell-Hansen Company at a cost not to exceed \$14,950.00.

Justification

In order to restore functionality to the college's critical DataCenter cooling system repairs are necessary for two units. These repairs include installation of a new motor and blower pulleys, fan motor, compressor contactors, unloader, service valve caps and a new crankcase heater. A replacement compressor will most likely be required as well, however if it is determined that it is not, we will not be charged for this. We are requesting these repairs be completed by Stillwell-Hansen as they are the only authorized partner for Liebert cooling units in northern New Jersey and were the original installers and maintainers of this unit.

The college has a need to procure these services through a non-fair and open process in accordance with the provisions of N.J.S.A. 19:44A-20.4. Stillwell-Hansen Company has complete and submitted a Political Contribution Disclosure Form and a Stockholder Disclosure Form in accordance with N.J.S.A. 19:44A-20.26 and a Business Entity Disclosure Certification in accordance with N.J.S.A. 19:44A-20.8, certifying that it has not made any reportable contributions to a political or candidate committee in the County of Bergen in the prior year, and that the contract will prohibit it from making any reportable contributions through the term of the contract. The Political Contribution disclosure, the Stockholder Disclosure Certification and Business Entity Disclosure will be maintained on file at the college.

This procurement is below the county college bid threshold and is not required to be bid.

Charge To: College Operating Funds
Account Number: 10-01-165100-607511



BOARD OF TRUSTEES ACTION E/SA 1
Approval Date: May 8, 2018

Resolution

Authorize submission of a grant application to the US Department of Health and Human Services Health Resources & Services Administration *Health Careers Opportunity / HCOP National Academies Program* for \$3,200,000 over five years, and to authorize President Michael D. Redmond or his designee to execute required documents.

Submitted By

Dr. William P. Mullaney, Vice President of Academic Affairs
Dr. Yun K. Kim, Vice President for Institutional Effectiveness
Dr. Susan Barnard, Dean of Health Professions
Dr. William J. Yakowicz, Director of Grants Administration

Justification

The purpose of the National HCOP Academies grant program is to:

- promote the recruitment of qualified individuals from disadvantaged backgrounds into the health professions, including allied health programs;
- improve retention, matriculation and graduation rates by implementing tailored enrichment programs designed to address the academic and social needs of disadvantaged students; and
- provide opportunities for community-based health profession training in primary care, emphasizing experiences in underserved communities.

Grant activities must focus on:

- 1) high school graduation, and matriculation into a two or four-year college/university (including allied health professions);
- 2) graduation from a two-year or four-year college/university (including allied health professions programs); and
- 3) matriculation into graduate-level health professions programs, retention and completion of a graduate-level health professions or allied health professions program (e.g., post baccalaureate programs).

The estimated Award Amount is \$640,000 for each of five years, from September 1, 2018 through August 31, 2023. Programs must designate 5 Full-Time Equivalent (FTE) Case Managers and .5 FTE data manager positions. Bergen proposes to collaborate and develop articulation agreements with local secondary education institutions (including the new Health Professions Academy opening on campus), institutions of higher education (e.g., Ramapo College, Montclair State, NJ City University), and industry partners to provide an effective 2+2+2 educational/career pathway for eligible students.

No college match is required.

The project summary and budget are in development and will be forthcoming.



BOARD OF TRUSTEES ACTION: Institutional 1
Approval Date: May 8, 2018

Resolution

Approval of the Bergen Community College Board of Trustees Policy for Alumni Trustee

Submitted By

Dr. Michael D. Redmond, President

Action Requested

To establish eligibility, responsibilities, and procedures for election of the Alumni Trustee.

Justification

This policy was revised as part of the college's on-going review of college policies.

See attached policy.

Bergen Community College

Board of Trustees

Section ()

Policy #

Effective Date

Responsible Official

Policy Alumni Trustee

Reason for Policy

To establish eligibility, responsibilities, and procedures for election of the Alumni Trustee.

Entities Affected by this Policy

Board of Trustees and Students

Policy Statement

Appointment of an Alumni Trustee

I. Introduction

- A. The Bergen Community College Board of Trustees authorizes appointment of an Alumni Trustee, pursuant to the authority granted to it under J.J.S.A. 18A:64A-8.
- B. The Alumni Trustee serves a one-year term of office.

II. Eligibility for Election as Alumni Trustee

- A. Must be a member of the January, May, or August graduating class immediately preceding the term of appointment, July 1-June 30.
- B. Must not be an employee of the College.
- C. Must be nominated by another graduate from the same year or may place his or her own name in nomination.
- D. Must have a written nomination submitted.
- E. Must be elected by a plurality of votes cast by currently enrolled students of Bergen Community College.

III. Responsibilities of the Alumni Trustee

- A. Serves as a voting member of the Board of Trustees.
- B. Participates in all public meetings of the Board of Trustees.

- C. Participates in meetings of the Board of Trustees held in executive sessions.
- D. Submits motions/resolutions for consideration by the Board of Trustees through regularly established procedures.
- E. Provides a student-centered perspective to issues deliberated by the Board of Trustees.

Procedures

I. Notification

- A. The College will distribute annually by e-mail and post to the college's website appropriate information regarding the application timeline and election procedures.

II. Application and Elections

- A. Application and nominations shall close no later than the second Friday in April.
- B. All eligible candidates shall have their names placed on the ballot in an order determined by random drawing.
- C. The ballot will be prepared by the Vice President of Student Affairs or designee.
- D. All currently enrolled [credit-bearing] students are eligible to vote.
- E. An election shall take place in late April. The exact date shall be determined by the administration. At least five (5) days' notice will be provided to the student body electorate. The result of such election will determine who will represent the alumni and student body on the Board of Trustees.

III. Results

- A. The results of the balloting will be tallied by Dean of Student Life and Conduct or designee and submitted to the Vice President of Student Affairs for verification and submission to the President.
- B. In order to be elected, an individual must receive a plurality of votes cast. In the event the individual who receives the plurality of votes chooses not to assume office, or assumes office and then resigns, the Board of Trustees shall have the right to appoint a replacement Alumni Trustee. Such replacement shall be the person holding the next highest number of votes. This procedure will continue until the position is filled.

Related Documents/Policies

Policy History (adopted/amended)



BOARD OF TRUSTEES ACTION: Institutional 2
Approval Date: May 8, 2018

Resolution

Approval of the Bergen Community College Board of Trustees Minutes:
Retention of Audio/Video Recordings, Board of Trustee Meetings.

Submitted By

Dr. Michael D. Redmond, President

Action Requested

To clearly state the Board policy for retaining audio and video recordings of Board of Trustee meetings.

Justification

This policy was revised as part of the college's on-going review of college policies.

See attached policy.

Bergen Community College
Board of Trustees
Section (A)

Policy #

Effective Date:

Responsible Official:

Minutes: Retention of Audio/Video Recordings: Board of Trustee Meetings

Reason for Policy: To clearly state the Board policy for retaining audio and video recordings of Board of Trustee meetings.

Entities Affected by this Policy: All College Personnel

Policy Statement:

Official actions of the Board of Trustee Meetings or executive sessions shall be found in minutes approved by the body in public session. Approved written minutes shall constitute the sole official record of Board Meetings with the exception of Hearings Before the Board, pursuant to Policy A: AC, concerning tenure, personnel matters, bidding and other disputes governed by Title 18A of the New Jersey Statutes within the jurisdiction of the Board. Any audio or video (analog and digital) recording of meetings, other than such hearings, shall be retained until after a summary or verbatim transcript has been approved by the Board as minutes or eighty days has elapsed, whichever is later.

Minutes shall be reasonably comprehensible, showing the time and place, members present, subjects considered, actions taken, the vote of each member, and any other information required to be shown in the minutes by law.

Procedures:

Related Documents/Policies:

Policy History: (adopted/amended)

Section A: AI

Adopted: 12/6/95

Resolution I 1

Amended: 5/5/99

Revised:

Ghf Form updated 8.28.17



BOARD OF TRUSTEES ACTION: Institutional 3
Approval Date: May 8, 2018

Resolution

Approval of the Bergen Community College Board of Trustees Bylaws.

Submitted By

Dr. Michael D. Redmond, President

Action Requested

To approve the revised Board of Trustees Bylaws.

Justification

These policies were revised as part of the college's on-going review of college policies.

See attached policy.



BOARD OF TRUSTEES

BYLAWS

As amended and restated by resolution of The Board of
Trustees on Month Date, Year



BERGEN COMMUNITY
COLLEGE

BOARD OF TRUSTEES
BYLAWS

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BYLAWS

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Bylaws of the Bergen Community College Board of Trustees

BYLAWS

SECTION I: ORGANIZATION

ARTICLE 1: NAME

The name of this organization shall be The Board of Trustees of Bergen Community College(hereinafter, "Board")

ARTICLE 2: PURPOSE AND OBJECTIVE

- A.** The primary responsibility of the Board is to establish policy governing Bergen Community College (the “College”). The Board shall be responsible for the operation of the College but shall delegate to the President of the College responsibility for the administration of the College under the authority established by the Office of the Secretary of Higher Education.
- B.** The Board shall do all things necessary and proper to advance the interests of the College and to enhance the process and atmosphere of education. This includes but not be limited to the powers of oversight, management, control and approval or disapproval of all things related to or affecting the College.

ARTICLE 3: DEFINITIONS

The following terms shall have the meanings set forth below unless stated otherwise within these Bylaws.

- A.** Majority Vote: The affirmative vote of a majority of the Trustees present and voting.
- B.** Regular Meeting: A Regular Meeting shall be a general meeting of the Board during which all business to come before it may be transacted.
- C.** Executive Session: The Board may exclude the public from that portion of a meeting in which the Board will discuss any subject permitted to be discussed in closed session pursuant to the Open Public Meetings Act (N.J.S.A. 10:4-6 et. seq.).
- D.** Special Meeting: The purpose of a Special Meeting shall be limited to the specific agenda stated in the public notice. No matters, other than those specified in the public notice, may

be considered at the Special Meeting. The purpose of a Special Meeting may not be the Annual Organizational Meeting.

- E. Annual Organizational Meeting: The Annual Organizational Meeting shall be held in November in accordance with N.J.S.A. 18A:64A-10.
- F. Quorum: A quorum of the Board shall consist of a majority of the members serving on the Board of Trustees having the statutory right to vote on College matters.

ARTICLE 4: MEMBERSHIP

In accordance with N.J.S.A. 18A:64A-8, the Board of Trustees shall consist of twelve (12) voting members as follows: the Executive County Superintendent of Schools, eight (8) members appointed by the County, two (2) members appointed by the Governor and one (1) alumni student representative elected by the student body. The President of the College shall serve as an ex officio non-voting member. Each newly appointed/reappointed Board member and each newly elected student representative Board Member shall take an oath of office prior to participating in Board matters.

- A. The President shall serve on the Board of Trustees from the time of his/her swearing in until his/her termination as President of the College. No hold over of such Board position is permitted.
- B. The alumni student representative shall serve on the Board of Trustees for a term of one (1) year commencing at the first meeting of the Board in July following graduation of his/her class. No holdover of his/her membership on the Board is permitted.
- C. The Executive County Superintendent of Schools shall serve on the Board of Trustees from his/her swearing in until his/her termination as the Executive County Superintendent. No holdover of his/her membership on the Board is permitted.
- D. In accordance with N.J.S.A. 18A:64A9, each Governor appointee and County appointee shall serve from his/her swearing-in and until his/her successor shall have been appointed and qualified.
- E. Board members shall report to the Board any matter relating to the interests of the College of which they have acquired notice or knowledge.

ARTICLE 5: BOARD OFFICERS

- A. The Board shall have four (4) Board Officers; a Chairperson, Vice Chairperson, Secretary, and Treasurer.
- B. Board officers shall possess the rights and perform the duties prescribed by these bylaws; the parliamentary authority adopted by the Board; the rules and regulations promulgated by the Office of the Secretary of Higher Education; and State law.

- C. At a Regular Meeting held the first Tuesday of October, or as soon thereafter as the Chairperson declares, a Nominating Committee composed of three (3) Board Members shall be elected by a Majority Vote. One such Nominating Committee Member shall be named Nominating Committee Chairperson by the Board Chairperson. It shall be the duty of the Committee to nominate candidates for each Board office so required by these bylaws and to present the slate at the Annual Organizational Meeting.
- D. Board officers shall be elected by at least one-half (1/2) of those Board Members present at the Annual Organizational Meeting.
- E. Board Officers shall serve for a term of one (1) year and until a successor is selected. Board Officer terms shall commence immediately upon election.
- F. Board Officers may serve for an unlimited number of terms.
- G. No Board Officer shall hold more than one (1) Board Office at a time.

ARTICLE 6: BOARD OFFICERS DUTIES

- A. The Chairperson and the Vice Chairperson are empowered to sign all instruments requiring the signature of an authorized representative of the Board.
- B. The Chairperson may delegate any such powers and duties he/she has to the Vice Chairperson, or other such Board Members. The Chairperson and Vice Chairperson shall be ex-officio members of all committees except the Nominating Committee.
- C. The Vice Chairperson shall exercise all powers and duties delegated to him/her by the Chairperson. The Vice Chairperson shall act for and on behalf of the Chairperson in his/her absence.
- D. The Secretary shall provide notice of all Board Meetings. The Secretary shall have charge of the seal of the College and shall affix such seal to documents requiring same. With the advice and consent of the Board, the Secretary shall oversee and file all reports and statements required by law and the Office of the Secretary of Higher Education. The Board Secretary may delegate these functions, as appropriate, to the Executive Assistant to the Board of Trustees.
- E. The Treasurer shall cause to be deposited on behalf of the College all funds and securities of the College. Such deposits shall be made in such bank or banks as the Board designates. The Treasurer shall cause to be kept a full and accurate ledger of all receipts and disbursements and shall present an accounting of the financial condition of the College to the Board at its Regular Meetings.

ARTICLE 7: BOARD COMMITTEES

- A. Board Committees shall be composed of Board Members, nominated by the Chairperson and elected by a Majority Vote of the Board, unless otherwise provided for in these bylaws, after election of officers at the Annual Organizational Meeting. Committee Chairpersons shall be designated by the Board Chairperson from the members of each committee. A Committee report shall be prepared and presented at every Regular Meeting.
- B. There shall be a committee entitled Audit, Finance and Legal Affairs. This Committee shall monitor the fiscal activities and financial management of the College, and review legal issues impacting on all matters relevant to the College.
- C. There shall be a committee entitled Education and Student Affairs. This Committee shall review and monitor proposed curricula and other educational endeavors, including but not limited to grant applications. The Committee shall also oversee the non-academic areas of student life, including services and activities that provide support for a diverse student population.
- D. There shall be a committee entitled Strategic Planning and Issues. This Committee shall oversee the development and implementation of strategic long-range plans for the College, foster cooperative relationships with the community, and monitor and serve in an advocacy role for legislation concerning community colleges.
- E. There shall be a committee entitled Personnel. This Committee shall be apprised of personnel matters by the President of the College. The Committee shall review all personnel recommendations, as well as official College policies, guidelines and programs concerning or affecting affirmative action.
- F. There shall be a committee entitled Site and Facilities. This Committee shall oversee all construction projects and the maintenance and management of the College's physical plant and sites.
- G. Advisory Committees may be established after the Annual Organizational Meeting for each program area as defined in the College catalogue. These committees shall be composed of industry experts appointed by the Chairperson after consultation with the College President, and with the advice and consent of the Board. Each Committee shall have a Chairperson, designated by the Board Chairperson. Members of the Committees shall serve without compensation. It shall be the duty of Advisory Committees to assist in the development and evaluation of each program area.
- H. There shall be a committee entitled Foundation, Grants and Endowments. The Committee shall interface with the Bergen Community College Foundation.
- I. Such other committees, standing or special, shall be appointed as the Board may from time-to-time deem necessary and proper to carry on the work of the Board. The Board Chairperson shall designate a chairperson for each such committee.

ARTICLE 8: BOARD MEETINGS

- A.** All meetings of the Board shall be held pursuant to the requirements of the New Jersey Open Public Meetings Act., N.J.S.A. 10:4-6 et seq.
- B.** Regular Meetings of the Board shall be held each calendar month according to the published annual schedule of meeting dates. In no event shall a calendar month pass without a Regular Meeting unless so agreed by a Majority Vote of the Board at the Annual Reorganization meeting.
- C.** Special meetings may be called at any time by the Chairperson; the Vice Chairperson, acting in the Chairperson's absence; or by the written request of four (4) Board Members. A minimum of a forty-eight (48) hours prior notice of a Special Meeting shall be issued in accordance with the Open Public Meetings Act and communicated to each Board Member by the Secretary.
- D.** The Secretary shall prepare and deliver to all Board Members (or cause to be prepared and delivered) an agenda for each Regular Meeting ten days in advance of the Board meeting.
- E.** **(1)** A Majority Vote shall be required for the passage of any motion, except where otherwise provided by law or these Bylaws.
(2) Consistent with applicable law, the Board may delegate any but not all of its powers to: Board Officers by a Majority Vote or to others by a two-thirds (2/3) vote of Board Members having the statutory right to vote.
- F.** All Board Meetings shall require a quorum present to conduct a vote on behalf of the Board. In the absence of a quorum, a smaller number may call the roll, record the names of absentees, and adjourn to meet at a specified future time.
- G.** No Board Member shall be permitted to vote on any matter in which that member has a direct, indirect, personal or financial interest. Said member shall abstain from such vote, stating for the record the reasons for such abstention.
- H.** No Board Member may delegate his or her right to vote.
- I.** At all Board meetings, the Chairperson shall preside; in the absence of the Chairperson, the Vice Chairperson shall preside; in the absence of the Vice Chairperson, the immediate past Chairperson, then the Secretary; and in the absence of the Secretary, then the Treasurer.

ARTICLE 9: PARLIAMENTARY AUTHORITY

The current edition of Robert's Rules of Order-Newly Revised shall procedurally govern all Board meetings, to the extent that they are not inconsistent with these bylaws, any adopted special rules or orders of the Board, rules and regulations of the Office of the Secretary of Higher Education, or state statute.

ARTICLE 10: SEPARABILITY

Should any Article, Section, sentence or word contained in these Bylaws be struck down, unconstitutional or unlawful for any reason the remaining provisions of these Bylaws shall remain in full force and effect.

ARTICLE 11: AMENDMENT OF BYLAWS

These bylaws may be amended at any Regular Meeting by a majority of the full membership serving on the Board, provided that the amendment to said bylaws has been submitted in Writing to each member of the Board ten (10) days prior to voting on same.

Amended - November 12, 1980
Amended - June 9, 1982
Amended - January 12, 1983
Amended - March 8, 1983
Amended - June 14, 1983
Amended - February 8, 1984

Amended - August 7, 1985
Amended - May 7, 1986
Revised - March 6, 1991
Amended - November 2, 1994
Amended - May 6, 1998
Revised



BOARD OF TRUSTEES ACTION: Institutional 4
Approval Date: May 8, 2018

Resolution

Approval of the Bergen Community College Board of Trustees Board Meetings and Official Publications Policy.

Submitted By

Dr. Michael D. Redmond, President

Action Requested

To approve the revised Board of Trustees Board Meetings and Official Publications Policy.

Justification

This policy was revised as part of the college's on-going review of college policies.

See attached policy.

Bergen Community College

Board of Trustees

Section ()

Policy #

Effective Date

Responsible Official

Policy Board of Trustees – Board Meetings and Official Publications

Reason for Policy

To approve the Board Meetings and Official Publications

Entities Affected by this Policy

College personnel and the general public

Policy Statement

The Board of Trustees hereby designates the first Tuesday of each month as the date of its regular meeting and, unless otherwise modified by action of this Board, such meetings shall commence at 5:00 P.M. and be held at the campus designated in the annual notice.

In accordance with the Open Public Meetings Act, N.J.S.A. 10:4-6 et seq. (OPMA), at its annual Organization Meeting, the Board shall adopt its annual notice of regular meetings for the subsequent year, setting forth the location, date and time thereof, and within seven (7) days of the Organization Meeting, the annual notice shall be:

1. Posted and maintained posted throughout the year in a prominent place reserved for such or similar announcements at each college campus;
2. Mailed to the College's two official newspapers, identified below; AND
3. Filed with the Bergen County Clerk.

Written notice giving the time, date, location and, to the extent known, the agenda of all special or rescheduled meetings shall, at least 48 hours prior to the meeting, be:

1. Posted in at least one prominent place reserved for such or similar announcement;
2. Mailed, telegraphed, or hand-delivered to the College's two official newspapers, identified below; and
3. Filed with the Bergen County Clerk.

Additionally, a copy of the annual notice shall be mailed to any person who requests a schedule of regular meetings and/or advance written notice of regular, special or rescheduled meetings of the Board of Trustees, subject to fees covering costs of mailing. All requests made pursuant to this paragraph shall terminate at midnight, December 31 of each year, but may be renewed. Notice requested by news media shall be mailed to one representative of such media free of charge. The following newspapers, circulating in Bergen County, are designated official newspapers for the transmittal of all legal notices of the Board of Trustees:

THE RECORD and *THE RIDGEWOOD NEWS*.

Upon the affirmative vote of three-quarters of the Trustees present, the Board of Trustees may hold a meeting notwithstanding the failure to provide the aforesaid notice in compliance with the OPMA, if (i) such meeting is required to deal with matters of such urgency and importance that delay for the purpose of providing adequate notice would be likely to result in substantial harm to the public interest; (ii) the meeting is limited to discussion of and acting with respect to such matters of urgency and importance; (iii) notice of such meeting is provided as soon as possible following the calling of such meeting by posting written notice of same in the public place reserved for such notice and also by notifying the College's two official newspapers, identified above, by telephone, or hand-delivery; and (iv) either (a) the College could not reasonably have foreseen the need for such meeting at a time when adequate notice could have been provided; or (b) although the College could have reasonably foreseen the need for such meeting at a time when adequate notice could have been provided, it nevertheless failed to do so.

Related Documents/Policies

Policy History (adopted/amended)



BOARD OF TRUSTEES ACTION: Institutional 5
Approval Date: May 8, 2018

Resolution

Approval of the Bergen Community College Board of Trustees Procedure for Governor's Trustee Appointment.

Submitted By

Dr. Michael D. Redmond, President

Action Requested

To approve the revised Board policy for Procedure of Governor's Trustee Appointment.

Justification

This policy was revised as part of the college's on-going review of college policies.

See attached policy.

Bergen Community College
Board of Trustees
Section (A)

Policy #
Effective Date:
Responsible Official:

Procedure for Governor's Trustee Appointment

Reason for Policy: To clearly state the Board policy for Governor's Trustee Appointment.

Entities Affected by this Policy: Board of Trustees

Policy Statement:

The Board of Trustees of Bergen Community College hereby sets forth its procedure for making recommendations to the Governor for the Governor's appointment to the Board of Trustees of Bergen Community College.

Procedures:

The Chairperson of the Board of Trustees shall appoint a committee consisting of three Trustees and two members of the Bergen Community College Foundation Board of Directors. The committee shall be designated as the "Governor's Recommendation Appointment Committee". The Chairperson shall designate one of the Trustees as Chair of the Committee.

The Committee shall make its recommendation and shall submit same to the Board of Trustees. The Board of Trustees shall either accept or reject the recommendation. If the Board of Trustees rejects the recommendation, the Committee shall immediately reconvene and make a new recommendation. Immediately upon acceptance of the recommendation by the Board of Trustees, the recommendation shall be submitted to the Governor.

A Committee shall be appointed in July of every year in which the term of a Governor's appointee will expire. In the event of a vacancy prior to completion of the term of a Governor's appointee, the Chairperson of the Board of Trustees shall immediately convene the Committee

Related Documents/Policies:

Policy History: (adopted/amended)

Section A: AF
Adopted: 10/5/94
Resolution: P14
Revised:



BOARD OF TRUSTEES ACTION P 1
Approval Date: May 8, 2018

Resolution

Approval of New Position/Title and job description: Executive Director, Public Relations and Community and Cultural Affairs (Confidential)

Submitted By

Dr. Michael D. Redmond, President

Mr. James R. Miller, Executive Director, Human Resources

Action Requested

To approve the following position/title.

Executive Director, Public Relations and Community and Cultural Affairs

Justification

To approve a Cabinet-level position to reflect additional responsibilities for a senior leadership position in Public Relations and Community and Cultural Affairs. See revised organizational structure on Exhibit. This position is at will.

BERGEN COMMUNITY COLLEGE

JOB DESCRIPTION

TITLE: Executive Director of Public Relations and Community and Cultural Affairs

DEPARTMENTS: Public Relations, Community and Cultural Affairs

FUNCTION: The Executive Director of Public Relations, Community, and Cultural Affairs is the senior administrator responsible for the oversight of all public relations, community and cultural affairs operations at the institution. The Executive Director develops and executes strategic planning in these areas, seeking to promote Bergen's mission and vision while leading institutional messaging and building support in the community, and assures that all departments participate in a robust, systematic assessment of programs, and services. The Executive Director serves as the primary spokesperson to the public, including media and government.

REPORTS TO: President of College

SUPERVISES: The Office of Public Relations, the Department of Community and Cultural Affairs, and staff responsible for the College's website.

MAJOR RESPONSIBILITIES:

Responsibilities include but are not limited to:

1. Creates programs that positively position the College and align closely with recruitment and retention campaigns, using communications tools and practices to reinforce the College's message.
2. Actively liaises with the community, government officials and various education and government agencies to promote the College's interests and assist in awareness activities for the College and its students.
3. Enhances the College's image by applying proactive and reactive communications strategies; leads crisis communications and related activities as needed.
4. Provides strategic counsel and input on communications and public relations activity; drafts correspondence, speeches, scripts and media/internal audience messages.
5. Plans and manages overall media relations strategy including press outreach, media events, media calls, collateral, crisis communications support and press material development.
6. Sets overall direction for the College's digital resources - including Bergen.edu and other properties - through providing strategic visioning, branding and operational oversight.
7. Prepares selected scripts on higher profile topics for use in various forums including speaker remarks, introductions and television productions.
8. Oversees the College's social media platforms, ensuring appropriate tone and communication of key strategic messages.

9. Provides strategic direction for the institution's theatre programming including visioning for productions, workshops and community events.
10. Ensures the College's community outreach includes programs targeting the diverse publics it serves.
11. Develops a set of core outcomes for division and measures and tracks annual performance against objectives; prepares and submits annual assessment report to the president and the vice president of institutional effectiveness, fully engaging with the College's Outcomes Assessment Program.
12. Prepares, tracks, monitors and adheres to an annual budget.
13. Acts as performance manager for all direct reports including managing day to day performance, producing and communicating written performance evaluations, approving requested time off and other points of compliance with HR rules, regulations and unit collective bargaining agreements.
14. Performs additional tasks or duties as assigned by the president.

REQUIREMENTS

1. Master's degree required
2. Minimum of 10 years of progressive leadership experience, preferably in a community college setting.

Knowledge, Skills and Abilities:

Demonstrates understanding of the community college mission and practices an open door policy. Possesses the ability to conceive, plan and execute public relations activities and initiatives. Excellent public speaking skills are a must. Knowledge of advertising, creative writing, and public affairs required. Maintains a strong understanding of the uses of information technology to deliver, monitor and evaluate programs and services for students and the ability to work collaboratively across various constituencies of the College, and is technologically proficient in common office desktop software and familiar with cloud based computing and collaborative platforms and software.

Bergen Community College is an equal opportunity employer and does not discriminate on the basis of race, religion, color, national origin, ancestry, age, sex, sexual orientation, pregnancy, gender identity or expression, disability, genetic information, atypical hereditary cellular or blood trait, marital status, civil union status, domestic partnership status, military services, veteran status and any other category protected by law.

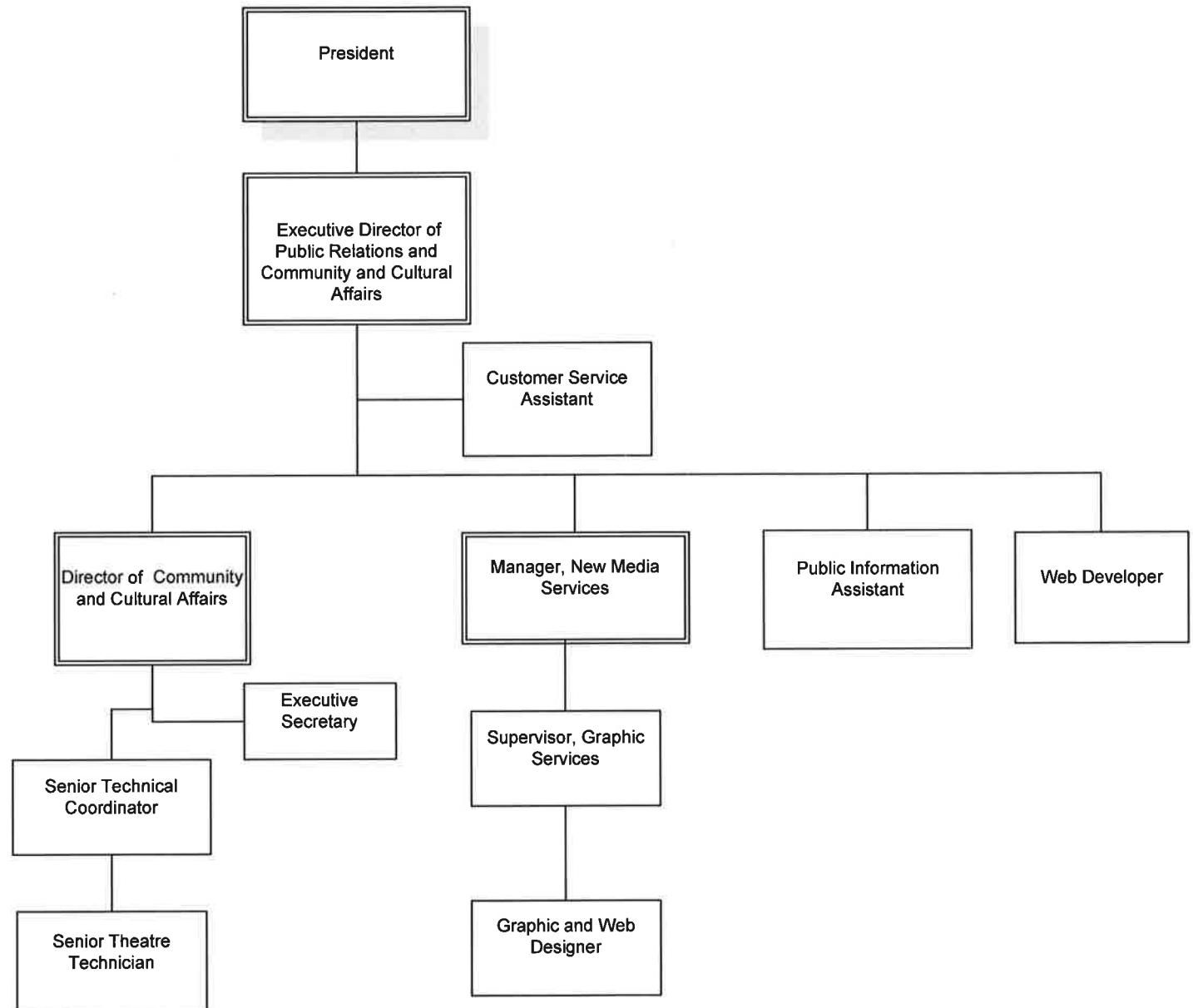
Submitted by: _____ Date: _____
Dr. Michael D. Redmond, President

Reviewed by: _____ Date: _____
Patti Bonomolo, Director, Human Resources

**THE COLLEGE RESERVES THE RIGHT TO MODIFY JOB DESCRIPTIONS AT ANY
TIME WITH OR WITHOUT NOTICE**

BERGEN COMMUNITY COLLEGE

PUBLIC RELATIONS AND COMMUNITY AND CULTURAL AFFAIRS





400 Paramus Road, Paramus, New Jersey 07652
201-447-7100 • www.bergen.edu

BOARD OF TRUSTEES ACTION P 2
Approval Date: May 8, 2018

Resolution

Appointment: Confidential

Submitted By

Dr. Michael D. Redmond, President

Mr. James R. Miller, Executive Director, Human Resources

Action Requested

To approve the appointment of the following individual to the position and annual salary indicated.

<u>Name</u>	<u>Position/Division</u>	<u>Salary</u>	<u>Effective Date</u>
Larry Hlavenka	Executive Director, Public Relations and Community and Cultural Affairs/	\$125,000.00 (pro-rated)	05/09/18

Justification

To fill a budgeted position due to the reorganization of the management structure in Public Relations.
This is an at-will position.

Charge to: College Operating Funds
Account Number:



BOARD OF TRUSTEES ACTION P 3
Approval Date: May 8, 2018

Resolution

Elimination of Position Title

Submitted By

Dr. Michael D. Redmond, President

Mr. James R. Miller, Executive Director, Human Resources

Action Requested

To eliminate the following position title effective May 9, 2018.

Position

Managing Director of Public Relations

Justification

To eliminate the position title of Managing Director of Public Relations due to the reorganization of the management structure in Public Relations.

Charge To:

Account Number:



400 Paramus Road, Paramus, New Jersey 07652
201-447-7100 • www.bergen.edu

BOARD OF TRUSTEES ACTION P 6
Approval Date: May 8, 2018

Resolution

Appointment: Faculty

Submitted By

Dr. Michael D. Redmond, President
Dr. William Mullaney, Vice President, Academic Affairs
Mr. James R. Miller, Executive Director, Human Resources

Action Requested

To approve the appointment of the following individual to the rank and annual salary indicated.

<u>Name</u>	<u>Rank/Division</u>	<u>Salary</u>	<u>Effective Dates</u>
Dianna O'Connor (Dr.)	Assistant Professor (Coordinator of The Center for Advising and Career Development)/ Student Support Services/ Academic Affairs	\$88,394.00 (pro-rated)	05/09/18 – 06/30/19

Justification

To fill a budgeted position through an internal transfer and in agreement with the BCCFA and the BCCPSA.

Charge to: College Operating Funds
Account Number:



BOARD OF TRUSTEES ACTION P 7
Approval Date: May 8, 2018

Resolution

Reappointment – Technical/Professional Assistants

Submitted By

Dr. Michael D. Redmond, President
 Dr. William Mullaney, Vice President of Academic Affairs
 Dr. Waldon Hagan, Vice President, Student Affairs
 Mr. James R. Miller, Executive Director, Human Resources

Action Requested

That the following individuals be reappointed to the positions indicated for the academic year, commencing July 1, 2018 through June 30, 2019 (One-year contract):

<u>Name</u>	<u>Title</u>	<u>Discipline/Division</u>
Mark Balzarette	Professional Assistant	Manufacturing Technology/Math, Science, and Technology
John Cichowski	Technical Assistant I	Tutorial Supervisor/Cerullo Learning Assistance Center/Academic Affairs
Patrice Devincentis	Technical Assistant I	Performing Arts/Business, Arts and Social Sciences
Julie Field	Technical Assistant I	Enrollment Specialist/Admissions and International Programs/Student Affairs
John Findura	Professional Assistant	Writing Tutorial Supervisor/Cerullo Learning Assistance Center/Academic Affairs
Melissa Flores	Professional Assistant	Transfer Evaluator/Records and Registration/Student Affairs
Patricia Giannini	Technical Assistant I	Enrollment Specialist/Admissions and International Programs/Student Affairs
Joshua Gordon	Technical Assistant I	Media Technology/Information Technology
Candice Kaup Scioscia	Technical Assistant I	Tutorial Supervisor/Cerullo Learning Assistance Center/Academic Affairs
Michele Kenyon	Technical Assistant I	Dental Hygiene/Health Professions
Mary Ann Kho	Technical Assistant I	Media Technology/Information Technology
Juan Leon	Technical Assistant II	Visual Arts/ Business, Arts and Social Sciences
Todd Garrett Planten	Technical Assistant II	Biology & Horticulture/Math, Science, and Technology
Madhvi Shah	Technical Assistant I	Mathematics Tutorial Supervisor/Cerullo Learning Assistance Center/Academic Affairs
Richard Tran	Technical Assistant II	Biology & Horticulture / Math, Science, and Technology
Mine Ugurlu	Technical Assistant I	Enrollment Specialist/Admissions and International Programs/Student Affairs
Sherry Wilson	Technical Assistant I	Hotel Restaurant Management/Business, Arts and Social Sciences

Board of Trustees Action P 7
May 8, 2018
Page 2

That the following individuals be reappointed to the positions indicated for the academic year, commencing July 1, 2018 through June 30, 2020 (Two-year contract):

<u>Name</u>	<u>Title</u>	<u>Discipline/Division</u>
Cliff Cargill	Technical Assistant I	Physical Sciences/Math, Science, and Technology
Dominic Ciaccio	Professional Assistant	Information Technology
Christopher Cioppa	Professional Assistant	Wellness and Exercise Science/Humanities
Barbara DeStefano	Technical Assistant I	Biology and Horticulture/Mathematics, Sciences, and Technology
Howard Dreispan	Professional Assistant	Media Technology/Information Technology
Peter Kolankowski	Technical Assistant I	Media Technology/Information Technology
Mike Martinez	Professional Assistant	Student Affairs
Robert Papp	Professional Assistant	Media Technology/Information Technology
Lynne Richardson	Professional Assistant	Student Affairs
Sharon Sawey	Professional Assistant	Biology & Horticulture/Mathematics, Science, and Technology/Academic Affairs
Yolanda Sheppard	Professional Assistant	Library Services/Academic Affairs
Mary Singletary	Professional Assistant	Nursing/Health Professions
Elsa Valcarcel	Professional Assistant	Student Affairs

Justification

In accordance with Article XIII of the BCCFA contract.



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BOARD OF TRUSTEES ACTION P 8

Approval Date: May 8, 2018

Resolution

Reclassification/Reappointment – Technical/Professional Assistants

Submitted By

Dr. Michael D. Redmond, President

Dr. William Mullaney, Vice President of Academic Affairs

Mr. James R. Miller, Executive Director, Human Resources

Action Requested

To approve the reclassification of the following Technical Assistants to the positions indicated, effective July 1, 2018 and reappointed for the period July 1, 2018 to June 30, 2019:

<u>Name</u>	<u>Division</u>	<u>From</u>	<u>To</u>
Patrice Devincentis	Academic Affairs	Technical Assistant I	Professional Assistant
Julie Field	Student Affairs	Technical Assistant I	Professional Assistant
Patricia Giannini	Student Affairs	Technical Assistant I	Professional Assistant
Candice Kaup Scioscia	Academic Affairs	Technical Assistant I	Professional Assistant
Madhvi Shah	Academic Affairs	Technical Assistant I	Professional Assistant
Mine Ugurlu	Student Affairs	Technical Assistant I	Professional Assistant

Justification

In accordance with Article XIII of the BCCFA contract.



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BOARD OF TRUSTEES ACTION P 9
Approval Date: May 8, 2018

Resolution

Promotion: Faculty

Submitted By

Dr. Michael D. Redmond, President
Dr. William Mullaney, Vice President of Academic Affairs
Mr. Jim Miller, Executive Director of Human Resources

Action Requested

That the individuals listed below be promoted effective September 1, 2018 to the ranks indicated with salary adjustments in accordance with the Agreement between the Board of Trustees and the BCCFA.

Full Professor

Ellen Feig
Michael Feder*
Paula Williams (Dr.)*
Pierre LaGuerre (Dr.)
Robert Highley
Vanda Bozicevic (Dr.)

Discipline

Composition/Literature
Counseling
Library Services
Business
Biology
Philosophy & Religion

Division

Humanities
Student Support Services
Library
Business, Arts and Social Sciences
Math, Science and Technology
Humanities

Associate Professor

Charles Sontag (Dr.)
Ilan Ehrlich (Dr.)
Joan Liu-Devizio*
Lisa Mayer
Sara Mastellone

Discipline

Biology
History
Library Services
Legal Studies
Mathematics

Division

Math, Science and Technology
Humanities
Library
Business, Arts and Social Sciences
Math, Science and Technology

Assistant Professor

Lisa Picht

Discipline

Veterinary Technology

Division

Health Professions

*Effective July 1, 2018

Justification

As per the BCCFA contract



BOARD OF TRUSTEES ACTION P 10
Approval Date: May 8, 2018

Resolution

Rescind: Termination – Professional Staff

Submitted By

Dr. Michael D. Redmond, President

Mr. William Corcoran, Vice President, Facilities Planning, Operations and Public Safety

Mr. James R. Miller, Executive Director, Human Resources

Action Requested

To rescind the termination of the following individual (Board of Trustees Action P12, March 6, 2018):

<u>Name</u>	<u>Position/Division</u>	<u>Effective Date</u>
Kimberly Ritchie	Service Desk Manager/Information Technology	Rescind P7, 02/06/18

Justification

Rescind termination as a result of the Ellucian initiative.



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BOARD OF TRUSTEES ACTION P 11
Approval Date: May 8, 2018

Resolution

Approve: Leave of Absence/Support Staff

Submitted By

Dr. Michael D. Redmond, President

Mr. William Corcoran, Vice President, Facilities Planning, Operations, and Public Safety

Mr. James R. Miller, Executive Director, Human Resources

Action Requested

To approve a Leave of Absence, without pay, for the following individual from the position listed below, effective date as indicated:

<u>Name</u>	<u>Position/Division</u>	<u>Effective Dates</u>
Michael Zullo	Public Safety Officer/Public Safety	06/02/18 – 06/24/18

Justification

In accordance with Article XXVI-Leaves of Absence, Section 7, Other Leaves of Absence.



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BOARD OF TRUSTEES ACTION P 12
Approval Date: May 8, 2018

Resolution

Approve: Special Purpose Leave of Absence/Faculty

Submitted By

Dr. Michael D. Redmond, President
Dr. William Mullaney, Vice President, Academic Affairs
Mr. James R. Miller, Executive Director, Human Resources

Action Requested

To approve the extension of a Special Purpose Leave of Absence, without pay, for the following individual from the position listed below, effective dates as indicated:

<u>Name</u>	<u>Rank/Discipline/Division</u>	<u>Period</u>
Stacey Balkan	Assistant Professor/Composition & Literature/English/ Humanities/Academic Affairs	09/01/18 – 06/30/19

Justification

In accordance with Article XII, Item 4, of the BCCFA Contract



BOARD OF TRUSTEES ACTION P 13
Approval Date: May 8, 2018

Resolution

Resignation: Professional

Submitted By

Dr. Michael D. Redmond, President

Dr. Waldon Hagan, Vice President, Student Affairs

Mr. James R. Miller, Executive Director, Human Resources

Action Requested

To accept the resignation of the following individual:

<u>Name</u>	<u>Position/Division</u>	<u>Effective Date</u>
Monica Postle	Coordinator, Student Success/ Student Affairs	03/27/18 (retroactive)

Justification

Resignation



BOARD OF TRUSTEES ACTION P 14
Approval Date: May 8, 2018

Resolution

Retirement: Faculty

Submitted By

Dr. Michael D. Redmond, President

Dr. William Mullaney, Vice President, Academic Affairs

Mr. James R. Miller, Executive Director, Human Resources

Action Requested

To approve the retirement of the following individuals:

<u>Name</u>	<u>Rank/Department/Division</u>	<u>Effective Date</u>
Lynn Gold	Associate Professor/English Basic Skills/ Humanities/Academic Affairs	07/01/18
Compton Jenkins	Professor/Wellness and Exercise Science/ Health Professions/Academic Affairs	07/01/18
Elaine Mostow	Professor/Wellness and Exercise Science/ Health Professions/Academic Affairs	07/01/18
Edith Sirianni	Associate Professor/Library Services/ Academic Affairs	08/01/18

Justification

Retirement



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BOARD OF TRUSTEES ACTION P 15
Approval Date: May 8, 2018

Resolution

Retirement: Faculty (Faculty Transition to Retirement Program)

Submitted By

Dr. Michael D. Redmond, President
Dr. William Mullaney, Vice President, Academic Affairs
Mr. James R. Miller, Executive Director, Human Resources

Action Requested

To approve the retirement of the following individuals:

<u>Name</u>	<u>Rank/Department/Division</u>	<u>Effective Date</u>
Elin Schikler	Associate Professor/ Communication/ Humanities/Academic Affairs	07/01/18
Lew Wheaton	Associate Professor/Communication/ Humanities/Academic Affairs	07/01/18

Justification

Retirement under the provisions of the Faculty Transition to Retirement Program



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BOARD OF TRUSTEES ACTION P 16
Approval Date: May 8, 2018

Resolution

Rescind: Termination Date – Confidential Staff

Submitted By

Dr. Michael D. Redmond, President

Mr. James R. Miller, Executive Director, Human Resources

Action Requested

To rescind the termination date of the following individual (Board of Trustees Action P13, March 6, 2018) from June 3, 2018 and extend current appointment until July 11, 2018.

<u>Name</u>	<u>Position/Division</u>	<u>Effective Date</u>
Lisa DiGaetano	Managing Director of User Support Services	Rescind P13, 03/06/18

Justification

Rescind termination date of June 3, 2018, and extend assignment until July 11, 2018, due to transition with the Ellucian initiative.



BOARD OF TRUSTEES ACTION S/F 1
Approval Date: May 8, 2018

Resolution

To award professional services to RSC Architects for the preparation of plans and specifications for the renovation of the Dental Hygiene Lab located in the Pitkin Education Center into a STEM Student Research Center.

Submitted By

Mr. William Corcoran, Vice President, Facilities Planning, Operations and Public Safety
Mr. Victor Anaya, Chief Financial Officer
Ms. Barbara Golden, Director, Purchasing & Services
Mr. Robert P. Coane, Director, Campus Planning

Action Requested

Authorization to award professional services to RSC Architects in the amount of \$45,100.00, plus direct costs of \$700.00 for the preparation of plans and specifications to renovate the former Dental Hygiene Lab and convert it to a STEM Student Research Center.

Justification

The former Dental Hygiene Lab, which is located on the third floor of the Pitkin Education Center, is an ideal space for creating a STEM Student Research Center. This project will provide a state of the art space need for the STEM programs currently offered at the College, and will accommodate future STEM programs that the College is looking to provide.

Professional services will include a review of the existing space/conditions, preparation of drawings and specifications to be used for public bidding, cost estimates, assistance with bidding and services related to construction administration.

Professional services are exempt from bidding in accordance with County College Contracts Law 18A:64A-25.5 (1). The Request for Qualifications for Architecture Services was advertised, in accordance with the New Jersey P.L. 2004, Chapter 19 "Pay to Play" Law, and conforms to a "Fair and Open Process".

Proposals were received from the following companies.

Company	Fee	Direct Costs
RSC Architects	\$45,100.00	\$700.00
Arcari & Iovino Architects PC	\$47,300.00	\$3,050.00
NK Architects	\$51,590.00	\$5,000.00

Charge To: County Bond, Chapter 12

Account Number: 20-00-116500-604238



BOARD OF TRUSTEES ACTION S/F 2
Approval Date: May 8, 2018

Resolution

To award Public Bid P-2275 to Molba Construction for Ender Hall restroom alterations (E-138/E-140/E-142) required to accommodate the Bergen County Technical High Schools collaborative program.

Submitted By

Mr. William Corcoran, Vice President, Facilities Planning, Operations and Public Safety
Mr. Victor Anaya, Chief Financial Officer
Mr. Robert Coane, Director, Campus Planning
Ms. Barbara Golden, Director, Purchasing and Services

Action Requested

Authorization to award public bid P-2275 Ender Hall Restroom Alterations - Phase IV to Molba Construction in the amount of \$458,900.00.

Justification

With the relocation of the Bergen County Applied Technology High School from Pitkin Education Center to Ender Hall, the existing Ender Hall restrooms need to be reworked/renovated in order to provide facilities that specifically meet the requirements of the High School program and the State of New Jersey. The existing restrooms do not meet current State of New Jersey requirements for high school students, and do not have the capacity to accommodate current and anticipated student populations for this collaborative program.

A total of nineteen companies registered for bid packages and nine bids were received.

See table below for bids received.

BIDDER	TOTAL
Molba Construction	\$458,900.00
H&S Construction & Mechanical, Inc.	\$479,000.00
DiCarolis Associates, Inc.	\$494,000.00
B & B Contracting Group, LLC	\$503,056.00
Brahma Construction Corp.	\$506,592.00
Salazar & Associates Inc.	\$530,000.00
Grove Contracting LLC	\$540,000.00
AERO Plumbing & Heating Co., Inc.	\$543,447.00
Pal-Pro Builders, LLC	\$573,000.00

Charge To: County Bond, Chapter 12
Account Number: 20-00-116100-604238



BOARD OF TRUSTEES ACTION S/F 3
Approval Date: May 8, 2018

Resolution

To award services to RSC Architects for the development of initial and final project programming, preparation of schematic floor plans, development of schematic site plan, schematic level budget and project schedule for proposed Culinary Program building and parking deck at Ciarco Learning Center.

Submitted By

Mr. Victor Anaya, Chief Financial Officer

Mr. William Corcoran, Vice President of Facilities Planning, Operations and Public Safety

Ms. Barbara Golden, Director, Purchasing and Services

Mr. Robert P. Coane Director of Campus Planning and Improvements

Action Requested

Authorization for RSC Architects to provide professional services at a cost not to exceed \$35,000.00 for the development of initial and final project programming, preparation of schematic floor plans, development of a schematic site plan, schematic level budget and project schedule for proposed Culinary Program building and parking deck at Ciarco Learning Center.

Justification

Parking at the Ciarco Learning Center is not able to accommodate the existing facility requirements, and with the proposed relocation of the Culinary Program to Ciarco, parking would be further impacted. This would result in adverse effects on both the existing programs, and the proposed Culinary Program. By developing schematic plans and budget costs for the proposed Culinary Program building and parking deck at Ciarco Learning Center, it will allow the College to establish the feasibility of the and magnitude of the project costs without significant financial impact to the College.

A Request for Qualifications was advertised on the College website and conforms to a "fair and open process".

Charge To: Chapter 12

Account Number: 20-00-170000-604238



BOARD OF TRUSTEES ACTION S/F 4
Approval Date: May 8, 2018

Resolution

To approve payment for emergency repairs to the Gymnasium suspended ceiling system

Submitted By

Mr. William Corcoran, Vice President, Facilities Planning, Operations and Public Safety
Mr. Victor Anaya, Chief Financial Officer
Mr. Samuel John, Manager, Facilities Projects/Buildings & Grounds/Administrative Services and Acting, Director, Physical Plant
Ms. Barbara Golden, Director, Purchasing & Services

Action Requested

Approve payment to Fine Wall Corporation in the amount of \$21,700.50 for emergency repairs to the Gymnasium ceiling.

Justification

The tiles in the Gymnasium ceiling system that was recently installed can loosen on high impact and may fall down creating an unsafe condition for occupants. This work will ensure that the ceiling tiles do not detach from the ceiling grid system.

The Vice President of Facilities Planning, Operations and Public Safety and the Chief Financial Officer have determined that this repair work is an emergency and must be completed immediately in order to mitigate an unsafe condition.

Emergency purchases and contracts are allowed when the safety of occupants of college property requires immediate performance of work in accordance with County College Contracts Law 18A:64A-25.6 and the Pay-to-Play provisions of N.J.S.A. 19:44A-20.12.

This procurement is below the county college bid threshold and is not required to be bid.

Charge To: Chapter 12, County Bond

Account Number: 20-00-116500-604218